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ABSTRACT

The collective bargaining agreement between Wayne State University and the Wayne State University Chapter of AAUP covering the period August 1, 1983-July 31, 1986 is presented. Items covered in the agreement include: personnel classification, administration rights, union rights, union privileges, deduction of union dues and fees, nondiscrimination, no strike/lockout, layoff and recall procedures, salary adjustments and schedules, medical and dental insurance, long-term disability income insurance, life insurance, retirement, voluntary early retirement, vacations and holidays, leaves of absence without pay, professional leaves, leaves of absence with pay, maternity leaves of absence, fractional-time employees, administration-union meetings, grievance procedure, term appointments, tenture procedures, promotion procedures, review of professional duties, personnel files, research and professional development grants and programs, tuition assistance program, student evaluation of faculty teaching, committees, equal opportunity data, and spring-summer assignments. Correspondence concerning the agreement is appended. (SW)

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HE 018 937

AGREEMENT BETWEEN
WAYNE STATE UNIVERSITY
AND
THE WAYNE STATE UNIVERSITY CHAPTER
OF THE
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

AUGUST 1, 1983 - JULY 31, 1986

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PREAMBLE

The intents and purposes of this Agreement are to improve the quality and effectiveness of education at Wayne State University by promoting the highest standards of academic excellence in all phases of instruction and professional service at the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest.

It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the University as an institution of higher learning. It is further recognized that the roles and responsibilities of the University administration and the teaching faculty and academic staff are interdependent in the determination and implementation of educational policy and objectives. Both parties agree that appropriate and effective involvement of the faculty and academic staff in the development of University employment policies for the bargaining unit is a major objective of this Agreement and of the University Administration and of the Association.

To the extent that these objectives are recognized, it is understood that this entire Agreement shall be interpreted in each and every clause to achieve these goals.

I.
RECOGNITION AND DESCRIPTION OF UNIT

Wayne State University recognizes the Wayne State University Chapter of the American Association of University Professors as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for the employees in the following classifications:

All teaching faculty employed by Wayne State University -- one-half fractional time or more in the following classifications: assistant athletic coaches, athletic coaches, senior athletic coaches, lecturers, instructors, assistant professors, associate professors and professors and all academic staff employees -- one-half time or more in the following non-supervisory classifications and subclassifications thereof: academic advisor, academic services officer, extension program coordinator, financial aids officer, health physicist, archivist, librarian, university counselor assistant, university counselor and university press editor but EXCLUDING assistant deans, associate deans and deans, assistant directors, associate directors, directors, adjunct faculty,* clinical faculty,* full-time affiliated faculty,* visiting faculty, research assistants and research associates, department chairpersons and associate department chairpersons in the colleges of Liberal Arts, Engineering, Medicine, and Business Administration, division heads and associate division heads in the College of Education, University Admissions Officer, Registrar, University Press Chief Editor, and all other executives and supervisory employees and all other employees.

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*Non-salaried classifications.

II.
PERSONNEL CLASSIFICATION

A. Information on Classification

The Association shall be provided information each term on the current classification of persons in the bargaining unit. The Association shall also be provided, upon request, but no more than once a term, a list of the persons in the following excluded classifications who are on the active payroll at that time:

1) Academic Directors, Academic Associate Directors, Academic Assistant Directors
2) Research Associates
3) Research Assistants
4) All Administrative Assistants
5) Part-Time Faculty

The Association shall be provided information at least monthly on individuals who were added to or deleted from the bargaining unit during the previous month and shall receive promptly copies of all letters of appointment, reappointment and nonrenewal for members of the bargaining unit.

B. New Classification Titles

It is the policy of the University not to reduce the bargaining unit by arbitrary change in classification titles or to do so by creation of new classifications. The University agrees that if the functions of existing classifications are changed so that a classification is taken out of or put into the bargaining unit, or if new classifications are established covering comparable work as now being performed by any of the classifications in this Agreement, the University will notify the Association, and meet upon request of the Association, to discuss whether such new or changed classification should become part of the bargaining unit covered by this Agreement.

In the event of a dispute over the inclusion of a new or changed classification into the bargaining unit, or exclusion of a new or changed classification from the bargaining unit, a grievance may be filed under the Grievance Procedure contained in this Agreement.

C. Disputed Classification

A grievance concerning the University's classification of an individual may be filed by the Association under the Grievance Procedure contained in this Agreement, but this provision shall not apply to questions of promotion or tenure.

III.
ADMINISTRATION RIGHTS

All managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

IV.
ASSOCIATION RIGHTS

A. The University hereby agrees that all employees of the University in this bargaining unit shall have the right to organize freely, join, and support the Association for the purpose of engaging in collective bargaining. There shall be no discrimination by the University because of membership in the Association, or because of activities on behalf of the Association, nor shall any attempt be made to discourage membership in the Association.

B. The University shall not aid, promote, or finance any other group or organization which purports to engage in collective bargaining on behalf of employees in the bargaining unit covered by this Agreement.

V.
ASSOCIATION PRIVILEGES

A. University Facilities and Services

1. The Association shall be permitted reasonable use of existing bulletin boards for the publication of notices pertaining to the conduct of Association affairs.

2. The Association shall be afforded the privilege of scheduling periodic meetings on campus, providing appropriate facilities are available. Requests for such space must follow regular University procedures.

3. The Association shall be afforded reasonable use of University campus mail services (including pick-up and delivery services) and auxiliary services and materials such as address labels/label affixing, material folding/insertion, envelopes, etc.

4. The Association shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, and food services, and such other services as may be contracted for by other campus organizations.

5. Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the Association when it uses such services or facilities.

6. In the event a problem arises concerning the appropriate use of University services or facilities, either the Association or the University may call for an immediate conference which shall be held between representatives of the University and the Association in an effort to reconcile the matter.

B. Information and Data

1. The University agrees to furnish to the Association in response to reasonable requests from time to time available information necessary for the Association to prepare for collective bargaining and to implement this Agreement. The Association shall receive promptly appropriate memoranda involving contract implementation policy and procedures having University-wide application.

2. It is understood that the University's willingness to comply with reasonable requests for information and data shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable.

3. The Association shall receive all public Board of Governors documents, including agendas (in advance of the meetings), and minutes of all public meetings.

4. Upon request, the University agrees to furnish the Association one complimentary copy of all College and Division catalogs and schedules of classes and twenty-five complimentary copies of any future editions of the Wayne State Faculty and Academic Staff Information Bulletin which may be published.

5. There shall be an Association representative on any University Parking Committee.

C. Telephones

The Association may install a 577-telephone extension for which the Association agrees to pay the installation and monthly charges. The University agrees to list the Association office in the Wayne State University Faculty and Staff Directory and, upon request, will furnish twenty-five complimentary copies of the Faculty and Staff Directory to the Association.

D. Parking

The Association may receive two Master parking gate cards (for the regularly assessed fee) which the Association agrees will be used for official Association business only.

E. Printing of Agreement

Copies of this Agreement will be printed at the expense of the University and shall be provided for each member of the bargaining unit as soon as possible after ratification of the Agreement. In addition, the Association will receive two hundred printed copies of the Agreement for its use.

F. Released Time

The University will provide for released time for the Association President, the Grievance Coordinator, and the Chief Negotiator during the period of negotiations and the Contract Implementation Officer.

If they are members of the faculty, they will be given a one-course reduction in their teaching duties; and if they are members of the academic staff, they will be released from their regular University duties for a period not to exceed 200 hours per term. If the Association President is a member of the academic staff, he/she shall receive fifty percent released time from his/her regular University duties, and, if the Association President is a member of the faculty, he/she will be given a reduction in course load of at least three credit hours per semester.

In order to allow the units to make suitable arrangements, the Association will notify the University as soon as possible but at least ninety days prior to the date of the commencement of the released time.

G. Association Staff Medical Insurance

Two employees of the Association shall be eligible to participate in the medical insurance program of the University without University subsidy.

VI.
DEDUCTION OF ASSOCIATION DUES AND FEES

A. Authorization for Payroll Deduction for Association Dues and Fees

During the life of this Agreement or any extension thereof, the University agrees to deduct Association dues and fees levied in accordance with the By-Laws of the Association from the pay of each member of the bargaining unit who, through the Treasurer of the Association, voluntarily executes a standard form prepared by the University for "Authorization for Payroll Deduction of Association Dues and Fees" deductions.

Any submitted Authorization for Dues and Fees Deduction form which is incomplete or in error will be returned to the Treasurer of the Association.

B. Termination of Deduction Authorization

A member of the bargaining unit who has voluntarily authorized dues and fees deductions will cease to be subject to dues and fees deductions beginning with the month following receipt of a timely written notice to the Payroll Office cancelling the authorization for such deductions. Such notice shall be timely if given within thirty days prior to the anniversary date of the authorization.

C. Payment to the Association

The University will furnish the Treasurer of the Association, no later than the tenth of each month, a listing of all dues and fees deducted for the previous month from members of the bargaining unit. A check for all dues and fees deductions, payable to the Association, shall accompany the listing. The Association shall assume full responsibility for the disposition of all such monies turned over to the Treasurer of the Association.

D. When Dues and Fees Deductions Begin

Dues deduction under all properly executed Authorization for Deduction of Dues forms for each member of the bargaining unit, as submitted to the University by the Treasurer of the Association, shall become effective upon the signing of this completed Agreement, or earlier by mutual agreement between the University and the Association, for each pay period as prescribed under the By-Laws of the Association. The deductions shall begin as soon as possible following the receipt by the University of the Authorization Forms.

E. Limit of University's Liability

The University shall not be held liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual authorized dues or fees deductions made from University wages. The Association shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues and fees made in accordance with this Article.

F. Refund Claims

In cases where a dues or fees deduction is made that duplicates payment already made to the Association, or where dues or fees deduction is not in conformity with the provisions of the By-Laws of the Association, refund to the claimant shall be made by the Association.

G. Disputes Concerning Dues or Fees Deductions

Any dispute which may arise as to whether or not a bargaining unit member properly executed or revoked an Authorization for Deduction of Dues and Fees form shall be reviewed with the individual, an Association-appointed representative, and the University.

VII.

PAST POLICIES

1. Except as modified by this Agreement, the following actions formally approved by the Board of Governors shall remain unchanged for members of this Bargaining Unit:

Statute 2.11.01.	Employees Policy Adopted.
Statute 2.41.04.	Patent Policy (July 13, 1984.)
Statute 2.42.01.	Academic Freedom.
Statute 2.50.01.	Health Evaluations: Employees.
Statute 2.50.02.	Family Employment.
Statute 2.51.01.	Tenure, Dismissal and Suspension.
Statute 2.52.01.	Appointments, Continuing Service, Termination and Dismissal Policies and Procedures for Academic Staff.
Statute 2.55.04	Retirement Regulations, Special Provisions; Personnel Under DSERS.
Statute 2.55.06	Retirement Regulations; Personnel Under DSERS; Change from Pension to Annuity Program.
Statute 2.56.02.	Major Medical-Group Life Insurance; Eligibility.
Statute 2.56.04.	Insurance Coverage; Faculty and Staff on Leave.
Statute 2.51.05.	Sabbatical Leaves.
Statute 2.56.01.	Medical and Life Insurance Programs.
Statute 2.56.07.	Disability Income Plan; Academic Personnel.
Statute 2.57.01.	Union Dues; Payroll Deductions.

2. This article shall not prevent any change of an action, or part of a Board of Governors' action to bring it into accord with the current contract; nor shall this article prevent any changes by the Board of Governors to those actions not embodied in the Agreement.

3. Issues concerning whether or not Board of Governors' actions, which are general personnel policies applicable to the entire teaching faculty and/or academic staff are being followed in a particular instance are subject to the grievance procedure.

4. Any grievance citing this article must indicate the specific statute or policy violated including date of adoption by the Board of Governors.

VIII.
NONDISCRIMINATION

Wayne State University and the Wayne State University Chapter of the American Association of University Professors recognize not only a legal obligation to members of the bargaining unit, but also a moral and educational responsibility to achieve equal employment opportunity and non-discrimination within the University -- both for the sake of fair employment practices and for the sake of meeting its educational objectives. Accordingly, it is agreed that the University, the AAUP and members of the bargaining unit shall engage in no discrimination on the basis of race, color, religion, political affiliation, political beliefs, political activities, national origin, marital status, age, sex, sexual preference, or physical handicap of those capable of performing their professional duties.

Discrimination resulting from sexual harrassment as defined by the Board of Governors' Statute of July 15, 1983, shall be subject to the grievance procedure. Such a grievance may be filed only after remedies under the Board of Governors' Statute have been exhausted.

IX.
NO STRIKE/NO LOCKOUT

The Association agrees that, during the life of this Agreement and any extensions thereof, neither its officers nor its representatives will for any reason, directly or indirectly, call or sanction a strike, walkout, slow-down, sit-down, stay-away, or any other form of interference which materially affects the operation of the University.

In the event that any member or members of the bargaining unit represented by the Association engage in any of the above activities, the President of the Association or a representative thereof shall, upon request from the appropriate University official, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their regular duties. The University reserves the right to take appropriate action where Association activities result in interference with any operation of the University.

The University agrees that during the term of this Agreement or any extensions thereof, it will not lock out any bargaining unit members covered by this Agreement.

X.
LAYOFF AND RECALL PROCEDURES

It is understood that in a viable, complex and multifaceted University, it may be necessary to adjust programs and staff through normal attrition. Historically, this adjustment has been accomplished by not renewing term contracts in specific units, departments or colleges. This provision and accompanying procedures do not apply to this historic practice.

In circumstances other than those stated above it may be necessary because of substantial curtailment or discontinuance of a program or extraordinary financial exigency to make reductions in personnel. No recommendation for program discontinuance or substantial curtailment shall be made to the Board of Governors without prior consultation with the affected unit and appropriate academic councils of the college/division and of the University, each of which shall be given the opportunity to submit written advisory reports and recommendations. In such cases the following language shall apply.

The University President, or his/her designee, shall call a meeting between representatives of the Administration and of the Association to discuss potential solutions to problems which may arise because of a need to make such reductions in personnel.

In case of impending reduction in a unit which would require the layoff of bargaining unit members, the Provost shall appoint a committee from a slate of nominees furnished by the University Council which shall advise the Provost on the possible placement of the affected bargaining unit members in other units within the University. The slate shall contain two names for every person so appointed. There shall also be one AAUP appointed non-voting representative to the committee.

If a tenured bargaining unit member, a unit, and the Provost agree that placement in that unit would be facilitated for the bargaining unit member by a reasonable period of training available at the University or elsewhere, the bargaining unit member shall be granted a training leave at full pay for a period not to exceed one year. After such training the bargaining unit member shall be reassigned to that unit.

Layoffs and recalls shall be made from among bargaining unit members in the affected units, departments, programs or colleges consistent with the educational goals and program specialties of the affected departments, programs, colleges or units in the following order:

A. Layoffs

1. Normally, part-time faculty will be laid off first followed by lecturers. In unusual circumstances when special experience is essential to the unit, a full-time or fractional-time faculty member may be laid off, while the part-time faculty member is retained. If the budgetary constraints prove it impossible to staff the range of courses with the full-time and/or fractional-time faculty, then the full-time and fractional-time faculty may be offered the opportunity to teach the courses on an overload basis without additional compensation rather than to use part-time faculty during the academic year.

2. A member of the bargaining unit about to be placed on layoff status shall be given preference in filling other vacant academic positions in the University for which he/she is qualified.

3. Other non-tenured bargaining unit members shall be laid off during the term of their contracts, with those having the most service in the particular unit being laid off last.

4. Tenured and continuing service bargaining unit members shall be laid off with those having the most service in the particular unit being laid off last.

5. A bargaining unit member may waive the seniority rights that protect him/her from layoff, those rights reverting to the most senior bargaining unit member in the unit who has been notified that he/she will be laid off.

   If the most senior bargaining unit member on layoff notice refuses these rights in writing, these rights will then be given to the next most senior bargaining unit member in the unit on lay-off notice. This procedure will be repeated until these rights have been offered to the most junior member on lay-off status. Those who are laid off by such arrangements shall retain all rights under this article.

B. Notice

Notice of layoff shall occur as follows:

1. Non-tenured bargaining unit members who are laid off during the terms of their contracts shall receive six months' notice if the term contract expiration date is less than twelve months away and shall receive twelve months' notice if the term contract expiration date is more than twelve months away.

2. Tenured or continuing service persons who are to be laid off shall receive eighteen months' notice.

3. A tenured bargaining unit member who has been issued a layoff notice may choose to resign and accept severance pay in lieu of eighteen months' service.

   The severance pay will be equal to the salary the bargaining unit member would have received from date of resignation to the effective date of layoff, calculated at the bargaining unit member's salary rate at the time of resignation. The maximum severance pay is equal to one and one-half years' salary (nine-month or twelve-month base, as appropriate).

   For faculty members this option must be exercised so that the effective date of resignation coincides with the end of an academic term unless another date is mutually agreed to.

   Recall rights under this provision are forfeited.

C. **Continuation of Insurance Upon Layoff**

1. A laid off bargaining unit member who has six months or more of service shall be eligible to continue currently elected group medical, dental, group life, and accidental death and dismemberment coverage with the same University subsidy as extended to active bargaining unit members for one hundred and eighty days beyond the end of the month in which the bargaining unit member was laid off. In no case shall such coverage extend beyond the end of the month in which the laid off employee is reemployed elsewhere.

2. The laid off bargaining unit member shall request desired insurance coverage (in writing) within thirty-one days after the end of the month in which he/she is laid off. Such bargaining unit members shall be invoiced monthly for their share of the premium.

3. A tenured bargaining unit member who is issued a layoff notice and whose age is 55 or greater at the time of layoff may elect early retirement. In such cases the Voluntary Early Retirement provision (Article XII, Section K) remains unchanged except for the age eligibility requirement.

   Further, payments to retirees under this provision shall not cease before age 62. Recall rights under this provision shall be forfeited.

D. Recall

Recall shall be in the following order:

1. Bargaining unit members who have tenure or continuing service shall have recall rights for two years for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. No new employee shall thereafter be hired for an academic position if the University is provided information on an annual basis that a previously laid off employee is available and if that laid off employee is qualified for that position.

2. Bargaining unit members who are on term contracts and who are laid off shall have recall rights through the end of their term contracts for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. The University's obligation to employ a person for the remainder of a term contract shall not be taken as a claim for a renewal of such.

XI.
PARTICIPATION IN ASSOCIATION ACTIVITIES

Since the American Association of University Professors has historically been a professional organization, professional participation in Association activities shall be credited as University service in the same manner that other professional service is credited.

All members of the bargaining unit shall be permitted to attend regularly scheduled meetings of the Association, or meetings of appropriate committees of the Association, without penalty, provided that such attendance does not interfere with the discharge of their University responsibilities.

XII.
COMPENSATION

Adjustments in the compensation of individual faculty members and academic staff members may be called for to reflect competitive changes in the academic market, to reward outstanding professional contributions, and to effect the correction of inequities.

Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. The University may provide salaries, salary increases and fringe benefits in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the unit.

In such cases, there shall be prior review with the appropriate Department, College, or Unit salary committee except in unusual circumstances where it is impractical.

The University's implementation of any such salary and/or fringe benefits shall be reported to the salary committee of the Unit and to the Association and the required funds shall not be taken from current or future bargaining unit negotiated compensation increase pools. Salary adjustments under this provision are not subject to the grievance procedure.

For the purpose of promotional salary adjustments the faculty and academic staff shall be grouped as follows:

Group I	Assistant professor, athletic coach, academic advisor II, academic services officer II, archivist II, extension program coordinator II, financial aids officer II, health physicist II, librarian II, University counselor I.
Group II	Associate professor, academic advisor III, academic services officer III, archivist III, financial aids officer III, librarian III, University counselor II.
Group III	Professor, academic advisor IV, academic services officer IV, archivist IV, extension program coordinator III, librarian IV, University counselor III, senior athletic coach.

A. Salary Adjustment for 1983-84

Promotional Salary Adjustments

Effective August 30, 1983 each bargaining unit member who is promoted to a higher rank shall receive an adjustment in salary rate of $900, $1,200 or $1,800 for promotion to Group I, II or III, respectively, effective the date of promotion.

B. Salary Adjustments for 1984-85

Effective August 29, 1984 all bargaining unit members who were on the payroll as members of the bargaining unit on May 16, 1984 shall be eligible for the following salary adjustments:

1. Promotional Salary Adjustments

Each bargaining unit member who is promoted to a higher rank shall receive an adjustment in salary rate of $900, $1,200 or $1,800 for promotion to Group I, II, or III, respectively, effective the date of promotion.

2. Salary Committees

a. Faculty

In each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, and Medicine, and in each division in the College of Pharmacy and Allied Health Professions and in each of the Colleges/Schools of Health and Physical Education, Law, Lifelong Learning, Nursing, and Social Work there shall be a faculty salary committee.

The faculty salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its faculty, and such other faculty from the unit as the faculty may elect. A majority of the committee membership shall consist of tenured members. If a unit has fewer than four tenured members, such members shall constitute the majority of the committee. The chairperson or dean/director (or his/her designee) shall chair the salary committee with vote.

In determining selective salary increases the committee shall be guided by unit factors and general university criteria for tenure and promotion for faculty. It shall also consider equity when appropriate. For persons not holding tenure-track classifications consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

b. Academic Staff

There shall be an academic staff salary committee in each of the following units: Undergraduate Office in the College of Liberal Arts, Academic Services Division in the College of Education, Archives, College of Lifelong Learning, University Counseling Services, University Libraries, and University Office of Admissions.

The academic staff salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its academic staff, and such other academic staff from the unit as the academic staff may elect. A majority of the committee membership shall consist of tenured members. If a unit has fewer than four tenured members, such members shall constitute the majority of the committee. The dean/director (or his/her designee) shall chair the salary committee with vote.

In determining selective salary increases the committee shall be guided by unit factors and general university criteria for tenure and promotion for academic staff. It shall also consider equity when appropriate. For persons not holding tenure-track appointments consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

3. Across-the-Board Salary Adjustments

Eligible members of the bargaining unit shall have their 1983-84 salary rates increased by 2.0% of the first $45,000 of salary. The difference between the total adjustments under this provision and 2.0% of the eligible salaries will be added to the President's - Deans'/Directors' Selective Salary Adjustment Fund.

4. Unit Selective Salary Adjustments

Each of the salary committees specified in Section B.2. shall be allotted a selective salary adjustment pool equal to 1.0% of the 1983-84 base salaries of the eligible members of the unit. The salary committees will distribute the selective salary funds to eligible members of their units.

For those cases in which faculty members and academic staff members are assigned to units without salary committees, the selective salary pool equal to 1.0% of the 1983-84 base salaries will be placed with deans/directors who shall distribute the entire pool to eligible members of their units.

5. President's-Deans'/Directors' Selective Salary Adjustments

The President, through the deans and directors, shall make additional salary adjustments averaging 2.3% of the 1983-84 salaries of the eligible members of the bargaining unit. Of this 2.3% no less than 0.8% shall be allotted to each college/school.

6. Grievances and Appeals

No individual may grieve his/her salary adjustments under Sections B.4. and B.5. of this Article. However, those faculty members and academic staff members who are assigned to units without salary committees may appeal their salary adjustments under Section B.4. to the next higher administrative officer.

C. Salary Adjustments for 1985-86

Effective the first day of the fall term (August 27, 1985) all bargaining unit members who were on the payroll as members of the bargaining unit on May 15, 1985 shall be eligible for the following salary adjustments:

1. Promotional Salary Adjustments

Each bargaining unit member who is promoted to a higher rank shall receive an adjustment in salary rate of $900, $1,200 or $1,800 for promotion to Group I, II, or III, respectively, effective the date of promotion.

2. Across - the - Board Salary Adjustments

Eligible members of the bargaining unit shall have their 1984-85 salary rates increased by 2.0% of the first $45,000 of salary. The difference between the total adjustments under this provision and 2.0% of the eligible salaries will be added to the President's - Deans'/Directors' Selective Salary Adjustment Fund.

3. Unit Selective Salary Adjustments

Each of the salary committees specified in Section B.2. shall be allotted a selective salary adjustment pool equal to 1.0% of the 1984-85 base salaries of the eligible members of the unit. The salary committees will distribute the selective salary funds to eligible members of their units.

For those cases in which faculty members and academic staff members are assigned to units without salary committees, the selective salary pool equal to 1.0% of the 1984-85 base salaries will be placed with deans/directors who shall distribute the entire pool to eligible members of their units.

4. President's-Deans'/Directors' Selective Salary Adjustments

The President, through the deans and directors, shall make additional salary adjustments averaging 2.2% of the 1984-85 salaries of the eligible members of the bargaining unit. Of this 2.2% no less than 0.7% shall be allotted to each school/college.

5. Women's Equity Salary Adjustments

A committee of eight persons, four appointed by the University and four appointed by the Association, shall make recommendations to the Provost for salary adjustments for female members of the bargaining unit whose salaries are inequitable. A woman's salary will be regarded as inequitable if she has equivalent educational qualifications, attainments and length of service as male counterparts in similar units for faculty or similar classifications for academic staff and if her salary is lower than that of the male counterparts. The definition of similar units for faculty and similar classifications for academic staff will be determined by an affirmative vote of at least six members of the committee.

Such salary adjustments shall not exceed $175,000 for 1985-86 but not more than $150,000 shall be allocated from the general fund for female members of the bargaining unit whose salaries are paid from the general fund.

Any portion of this salary adjustment pool that is not recommended to be spent shall be allocated to the President's-Deans'/Directors' selective salary fund.

6. Grievances and Appeals

No individual may grieve his/her salary adjustments under Sections C.3., C.4. and C.5. of this Article. However, those faculty members and academic staff members who are assigned to units without salary committees may appeal their salary adjustments under Section C.3. to the next higher administrative officer.

D. Salary Schedules

1. Faculty

The salary schedules, applicable to all colleges, schools, and divisions of the University for the five regular instructional ranks for nine-month appointees, are given below. The schedule for faculty members on twelve-month assignments is 120% of the corresponding nine-month salaries. Salaries beyond the authorized maxima may be recommended subject to specific approval. However, the authorized maxima shall not apply to salary adjustments under Sections A, B, and C of this Article .

a. **SCHEDULE FOR 1983-84**

Rank	9-month		12-month	
	Minimum	Maximum	Minimum	Maximum
Lecturer	13,350	46,900	16,020	56,280
Instructor	13,350	18,900	16,020	22,680
Assistant Professor	15,550	27,800	18,660	33,360
Associate Professor	19,450	35,600	23,340	42,720
Professor	24,000	46,900	28,800	56,280

b. Schedule for 1984-85

Lecturer	13,650	48,000	16,380	57,600
Instructor	13,650	19,300	16,380	23,160
Assistant Professor	15,900	28,400	19,080	34,080
Associate Professor	19,850	36,350	23,820	43,620
Professor	24,500	48,000	29,400	57,600

c. Schedule for 1985-86

Lecturer	13,950	49,000	16,740	58,800
Instructor	13,950	19,700	16,740	23,640
Assistant Professor	16,250	29,000	19,500	34,800
Associate Professor	20,250	37,100	24,300	44,520
Professor	25,000	49,000	30,000	58,800

2. Academic Staff

The salary schedules applicable to academic staff classifications for twelve-month appointees are given below. The schedule for academic staff members on nine-month appointments is 5/6 of the corresponding twelve-month salaries. Salaries beyond the authorized maxima may be recommended subject to specific approval. However, the authorized maxima shall not apply to salary adjustments under Sections A, B, and C of this Article.

SALARY SCHEDULE--12-MONTH YEAR
ACADEMIC STAFF -

a. Schedule for 1983-84

Classification	Range	Minimum	Maximum
Academic Advisor I	3	$12,290	$15,970
Academic Advisor II	5	14,290	18,620
Academic Advisor III	8	17,380	22,420
Academic Advisor IV	12	20,920	27,340
Academic Services Officer I	4	13,300	17,380
Academic Services Officer II	8	17,380	22,420
Academic Services Officer III	11	20,070	26,110
Academic Services Officer IV	15	23,570	31,050
Archivist I	5	14,290	18,620
Archivist II	8	17,380	22,420
Archivist III	11	20,070	26,110
Archivist IV	15	23,570	31,050
Extension Program Coordinator I	5	14,290	18,620
Extension Program Coordinator II	9	18,310	23,560
Extension Program Coordinator III	13	21,830	28,500
Financial Aids Officer I	4	13,300	17,380
Financial Aids Officer II	7	16,380	21,350
Financial Aids Officer III	11	20,070	26,110
Health Physicist I	6	15,380	20,110
Health Physicist II	8	17,380	22,420
Librarian I	5	14,290	18,620
Librarian II	8	17,380	22,420
Librarian III	11	20,070	26,110
Librarian IV	15	23,570	31,050
University Counselor Assistant I	2	11,370	14,830
University Counselor Assistant II	4	13,300	17,380
University Counselor I	7	16,380	21,350
University Counselor II	11	20,070	26,110
University Counselor III	15	23,570	31,050
University Press Editor I	2	11,370	14,830
University Press Editor II	5	14,290	18,620

SALARY SCHEDULE — 12-MONTH YEAR
ACADEMIC STAFF -

b. Schedule for 1984-85

Classification	Range	Minimum	Maximum
Academic Advisor I	3	$12,540	$16,290
Academic Advisor II	5	14,580	19,000
Academic Advisor III	8	17,730	22,870
Academic Advisor IV	12	21,340	27,890
Academic Services Officer I	4	13,570	17,730
Academic Services Officer II	8	17,730	22,870
Academic Services Officer III	11	20,480	26,640
Academic Services Officer IV	15	24,050	31,680
Archivist I	5	14,580	19,000
Archivist II	8	17,730	22,870
Archivist III	11	20,480	26,640
Archivist IV	15	24,050	31,680
Extension Program Coordinator I	5	14,580	19,000
Extension Program Coordinator II	9	18,680	24,040
Extension Program Coordinator III	13	22,270	29,070
Financial Aids Officer I	4	13,570	17,730
Financial Aids Officer II	7	16,710	21,780
Financial Aids Officer III	11	20,480	26,640
Health Physicist I	6	15,690	20,520
Health Physicist II	8	17,730	22,870
Librarian I	5	14,580	19,000
Librarian II	8	17,730	22,870
Librarian III	11	20,480	26,640
Librarian IV	15	24,050	31,680
University Counselor Assistant I	2	11,600	15,130
University Counselor Assistant II	4	13,570	17,730
University Counselor I	7	16,710	21,780
University Counselor II	11	20,480	26,640
University Counselor III	15	24,050	31,680
University Press Editor I	2	11,600	15,130
University Press Editor II	5	14,580	19,000

SALARY SCHEDULE -- 12-MONTH YEAR
ACADEMIC STAFF -

c. Schedule for 1985-86

Classification	Range	Minimum	Maximum
Academic Advisor I	3	$12,800	$16,620
Academic Advisor II	5	14,880	19,380
Academic Advisor III	8	18,090	23,330
Academic Advisor IV	12	21,770	28,450
Academic Services Officer I	4	13,850	18,090
Academic Services Officer II	8	18,090	23,330
Academic Services Officer III	11	20,890	27,180
Academic Services Officer IV	15	24,540	32,320
Archivist I	5	14,880	19,380
Archivist II	8	18,090	23,330
Archivist III	11	20,890	27,180
Archivist IV	15	24,540	32,320
Extension Program Coordinator I	5	14,880	19,380
Extension Program Coordinator II	9	19,060	24,520
Extension Program Coordinator III	13	22,720	29,660
Financial Aids Officer I	4	13,850	18,090
Financial Aids Officer II	7	17,050	22,220
Financial Aids Officer III	11	20,890	27,180
Health Physicist I	6	16,010	20,930
Health Physicist II	8	18,090	23,330
Librarian I	5	14,880	19,380
Librarian II	8	18,090	23,330
Librarian III	11	20,890	27,180
Librarian IV	15	24,540	32,320
University Counselor Assistant I	2	11,840	15,440
University Counselor Assistant II	4	13,850	18,090
University Counselor I	7	17,050	22,220
University Counselor II	11	20,890	27,180
University Counselor III	15	24,540	32,320
University Press Editor I	2	11,840	15,440
University Press Editor II	5	14,880	19,380

E. Recommended Salaries for New Bargaining Unit Members

The department chairperson (or appropriate administrative officer) shall call a meeting of the appropriate salary committee to discuss initial salaries of prospective members of the bargaining unit.

If a quorum of the committee cannot be assembled in a timely fashion, the chairperson (or appropriate administrative officer) shall consult with those members of the salary committee who are available.

F. Medical Insurance

1. Medical insurance is available to members of the bargaining unit through contracts and agreements with Blue Cross/Blue Shield of Michigan, or a comparable carrier mutually agreed upon, the Health Alliance Plan (HAP), the Group Health Plan of Southeastern Michigan (GHP), and the Health Care Network (HCN). All such employees working 50% or more time and all persons on long-term disability shall be eligible to participate in one of the four programs. The University shall provide a subsidy payment of full cost for the bargaining unit member's insurance and one-half of the cost of insurance for his/her dependents based upon the cost of Blue Cross/Blue Shield of Michigan (or comparable carrier) major medical insurance rates.

2. New members of the bargaining unit should choose one of these programs at time of employment. Dependents may be enrolled at the University group rates within 31 days of the bargaining unit member's effective date of hire.

3. Blue Cross/Blue Shield of Michigan (or comparable carrier) and Group Health Plan and Health Care Network become effective on the date of employment, except when the bargaining unit member is absent from work and disabled on what otherwise would be the effective date. In such case it shall not become effective until the first day on which he/she is actively at work on his/her regular schedule.

4. The Health Alliance Plan becomes effective the first of the month following the month the bargaining unit member becomes employed provided an application form is completed.

5. In the event the bargaining unit member fails to apply within the first month, he/she will be required to submit evidence of insurability if coverage is requested under the Blue Cross/Blue Shield of Michigan (or comparable carrier)/Group Health Plan. If coverage is under the Health Alliance Plan or the Group Health Plan, or Health Care Network he/she must wait until the next enrollment period.

6. All bargaining unit members who qualify for retirement after age 55 from Wayne State University are eligible for the Retiree's Program of Medical Insurance, which is written by both the Blue Cross/Blue Shield of Michigan (or comparable carrier) and the Health Alliance

Plan. Retirees shall be responsible for paying the full premium. However, retirees between the ages of 60 and 64 inclusive, who are eligible for early retirement benefits, shall be eligible to participate in one of the University subsidized medical insurance programs.

G. Dental

The University shall provide dental care coverage as presently described in the University's dental care contract with Delta Dental of Michigan to eligible members of the bargaining unit at no cost to the employee.

H. Long Term Disability Income Insurance

1. The University, at no cost to the staff member, provides a program of disability income insurance.

2. Participation begins after the staff member has completed three calendar years of continuous service one-half time or greater at the University or one full calendar year of service with tenure. If three months prior to the appointment at Wayne State University the bargaining unit member was insured through his/her previous employer under a group disability policy which provided income benefits for a minimum period of five years during total disability due to sickness, the bargaining unit member is eligible for long-term disability insurance on the first day of the month that coincides with or next follows the date of appointment at Wayne State University.

3. Benefits for an insured staff member begin after six months of continuous total disability and continue for as long as the disability continues or until the affected individual retires. Bargaining unit members whose disability date is on or after January 1, 1979 and who qualify for benefits after their sixtieth birthday will receive benefits for five years or until age seventy, whichever comes first. In all other cases the disability payments will cease at age sixty-five.

4. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from social security and worker's compensation, is as follows:

    a. For those whose disability date is before January 1, 1982 the monthly income benefit is equal to 60% of a person's basic salary up to $1,000 per month, plus 40% of any basic salary in excess of $1,000 per month, but not to exceed a benefit of $1,500 monthly.

    b. For those whose disability date is on or after January 1, 1982 the monthly income benefit is equal to 60% of a person's basic salary, but not to exceed a benefit of $2,000 monthly.

The monthly income benefit will never be less than $50. It also provides for a waiver of annuity premiums for an insured staff member participating in the TIAA/CREF Retirement Plan. A three percent escalator provision is also included.

I. Retirement Program

1. Members of the bargaining unit with two years of University service, and who have attained twenty-six years of age, shall be eligible to participate in the retirement program. Appropriate exceptions may be made only with the approval of the Board of Governors.

2. Wayne State University retirement benefits are provided through contracts with the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF). The participant contributes a minimum of 5% of his/her regular salary, and the University contributes 10% toward the purchase of retirement annuities, which may be distributed between TIAA and CREF according to the regulations of those organizations. Retirement contributions are based on regular contractual salary or wages, but not on overtime or supplemental remuneration for extra services.

3. Full-time members of the bargaining unit, immediately upon employment, may, on an individual basis, choose to participate in the retirement program without University subsidy.

4. Female members of the bargaining unit who are retired from the University or will retire during the term of this Agreement and who are receiving annuity payments from TIAA/CREF will receive additional payments, if necessary, so that their annual annuity payments will be the same as a similarly situated male. This provision applies only to those regular benefits earned while serving at Wayne State University.

   This program is retroactive to July 1, 1978 and does not imply any past or future liability on the part of the University beyond the dates of this Agreement. The method of payment is through an annuity executed with TIAA.

J. Life Insurance

1. All members of the bargaining unit on a fractional or full-time basis will be provided with $25,000 non-contributory life insurance. Bargaining unit members may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of Option No. 2 or 3 below. All eligible bargaining unit members shall be entitled to elect one of the following:

Option No. 1	$25,000 non-contributory insurance only.
Option No. 2	$25,000 non-contributory insurance plus supplemental insurance equal to one times annual salary.
Option No. 3	$25,000 non-contributory insurance plus supplemental insurance equal to two times annual salary.

   The life insurance policy shall contain accidental death and dismemberment benefits.

2. A member of the bargaining unit who has participated in the Wayne State University TIAA/CREF retirement program for five years or who has served ten years in the University and retires after age fifty-five shall, upon retirement, qualify for the retirement life insurance policy in force, fully paid by the University.

3. Members of the bargaining unit shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.

4. Arrangements shall be made with the University's life insurance carrier to issue an optional, emergency, partial life insurance benefit up to $2,500 of the $25,000 non-contributory, group term life insurance policy provided by the University for each member of the bargaining unit, to a legal beneficiary (other than a minor, guardian of a minor, or the estate of the insured) within twenty-four hours of proper notification. "Proper notification" shall consist of the submission to the Staff Benefits Office of a legal death certificate or a letter over the signature of the spouse or a close relative of the deceased. The University shall be responsible for notifying the beneficiary of the availability of this option when the University becomes aware of the death of a member of the bargaining unit.

K. Voluntary Early Retirement

1. Eligibility

Tenured (or continuous service) members of the bargaining unit between the ages of 60 and 69, inclusive, who voluntarily retire (with at least ninety days' prior written notice) from the active payroll shall be eligible for the voluntary early retirement benefits described in this section. Persons on long-term disability leave are not eligible for the voluntary early retirement program.

2. Benefits

The retiree described in paragraph 1 whose effective date of retirement is May 1, 1985 or later shall be entitled to biweekly payments based on an annual rate p given by

$$p = \frac{x \cdot S}{90} + \frac{Z \cdot \$1000}{15} \qquad \begin{pmatrix} Z = x \text{ for } x \leq 15 \\ \quad = 15 \text{ for } x > 15 \end{pmatrix}$$

where x = years of service, or fractions thereof, as an employee at Wayne State University on appointments of one-half time or more, at date of retirement or at the end of the July-June calendar year in which the retiree attained the age of 65, whichever is smaller. For persons on nine-month appointments the service year is defined as the academic year, and fractions of a year are based on the number of completed terms. Summer assignments for persons on nine-month appointments shall not be counted. For persons on twelve-month appointments the service year is defined as the July-June calendar year. Sabbatical leaves and the first two years of unpaid leaves of absence shall be counted as full-time service. Fractional-time service shall be prorated. Leaves of absence shall be prorated based upon the fractional time appointments immediately prior to the leave.

and S = annual full-time equivalent faculty or academic staff salary rate at date of retirement or in the academic year in which retiree attained age 65, whichever is smaller. In no case shall S exceed the authorized maximum twelve-month professor salary. For persons who have held both nine-month (ten month) and twelve-month appointments, the salary S shall be adjusted to reflect the number of years spent in each type of appointment. A twelve-month salary is equal to 1.2 times the nine-month salary.

The payment shall be made biweekly over twelve months of the year for five years or until the end of the fiscal year in which the retiree attains the age of 70, whichever comes first. In case of the death of the retiree the payments shall be made to the retiree's designated beneficiaries and/or estate.

3. Start of Payments

The effective date of retirement for faculty members will be at the end of an academic term unless another date has been specifically approved by the University. For retirees who are entitled to receive payments for five full years, the biweekly payments shall commence on the first pay date after the next July 1 or January 1, whichever comes first, following the date of retirement. For retirees who are entitled to receive payments for less than five years the biweekly payments shall commence on the first pay date after retirement.

L. Vacations

Full-time, twelve-month employee members of the bargaining unit are granted earned vacation days at their regular rate of pay after an initial four months of service, amounting to twenty-two working days per year. Vacation days earned, but not used, may be accumulated up to forty-four days. The maximum number of vacation days that may be accumulated will be reduced according to the following schedule:

Effective	Maximum Number of Accumulated Vacation Days
July 1, 1986	39

Vacation days must be scheduled in advance with the appropriate chairperson or dean/director and shall be approved in accordance with the operational needs of the unit and shall be reported on the University's official Payroll Exception Report.

Upon request of a member of the bargaining unit, the University shall pay the member in advance for the time he/she will be absent on vacation provided that the member gives the Payroll Office at least five working days notice of such request and provided that the vacation period for which this advance payment is sought is for at least five working days.

Upon termination of employment (other than retirement) a tenured member of the bargaining unit will be paid for unused vacation days. A nontenured bargaining unit member will be paid for the unused vacation days or for the remaining days in his/her term appointment, whichever is less. Before transfer from a twelve-month to a nine-month appointment, a bargaining unit member shall utilize the vacation days in his/her vacation bank prior to the transfer date. Upon special circumstances the Provost may authorize payment for vacation days that would otherwise be lost.

In the event of the death of a member of the bargaining unit, his/her estate shall be entitled to payment for all accumulated vacation days.

M. Holidays

The seven holidays consisting of Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day shall be official University paid holidays.

N. Christmas/New Year's Closure

Twelve-month bargaining unit members will be given time off with pay between Christmas and New Year's. Any bargaining unit member required to work between Christmas and New Year's will be given compensatory time off at a later date.

XIII.
LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

1. Professional and Personal Leaves

It is recognized that a policy permitting leaves of absence without pay for professional objectives or for personal reasons may under certain circumstances be beneficial to both the individual and the University.

a. Eligibility

To be eligible for a professional or personal leave of absence without pay, a member of the bargaining unit shall have one year of continuous, full-time service in the bargaining unit. Under certain circumstances, the Provost or his/her designated representative may waive the one-year eligibility requirement.

b. Application for Leave

The member of the bargaining unit shall submit in writing to his/her department chairperson or immediate supervisor the request for the leave stating the reasons for the leave, the period of absence, and the date of return.

c. Approval

Upon the recommendation of the department chairperson or immediate supervisor and subject to the concurrence of the dean or director, as appropriate, a leave of absence without pay may be granted by the Provost or his/her designated representative.

d. Length of Leave

Leaves of absence without pay may be granted for a period not to exceed twelve months. Under exceptional circumstances, a leave or any extension thereof may be extended for a limited period not in excess of one year. A request shall be submitted in writing stating the reasons for the requested extension at least ninety days prior to the termination of the current leave. The beginning and ending dates of a leave will normally coincide with the beginning and ending of an academic term. Leaves of absence without pay shall not be counted toward the maximum period of pretenure employment.

Leaves of absence without pay for individuals employed on a limited term contract cannot extend beyond the original contract termination date and cannot serve to extend the contract period.

e. Fringe Benefits

A member of the bargaining unit may exercise his/her option (in writing) for continuance of medical and life insurance coverage at the full group rate cost, and without University subsidy, for the period of the leave, not to exceed a maximum of two years. For those individuals who are eligible for the University's long-term disability insurance coverage and who are engaged in full-time study for an advanced degree, or active work in the field of education or research (such as Fulbright, foundation grant, or governmental project), long-term disability insurance coverage shall be extended for the period of the leave, not to exceed two years.

f. Return from Leave

If a member of the bargaining unit does not return to work by the date of leave expiration, he or she shall be considered to have voluntarily resigned from the University unless he/she was unable to return due to extenuating circumstances beyond his/her control.

If, in the event of extenuating circumstances beyond his/her control, a member of the bargaining unit who is engaged in full-time study for an advanced degree, or active work in the field of education or research, or who is on a personal leave for family responsibilities, wishes to return to work before the expiration of the leave of absence without pay, he or she must submit a written request for return to work to the department chairperson or immediate supervisor. In such cases the University shall restore the individual to the payroll either at the beginning of the next academic term or within thirty days of receipt of the written notification of intent to return, whichever waiting period is longer. In no event shall nine-month employees be reinstated to the payroll during the summer term under the provisions of this clause. At the University's discretion the individual may be returned to the payroll before the end of the above stated waiting periods.

Any member of the bargaining unit who has been on leave of absence without pay is required to complete a medical questionnaire authorized by the University before the individual may return to work. If the individual is unable to return to work for medical reasons and medical leave has been approved by the University and if he/she has been engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, he/she shall be placed on the short-term disability leave for which he/she is eligible in accordance with Article XIII, Section C.1.

In the event that a member of the bargaining unit who is engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, is disabled while on leave, he/she shall be placed on the short-term disability leave for which he/she is eligible in accordance with Article XIII, Section C.1., and such leave without pay shall terminate.

The following payroll deductions in effect prior to the leave of absence shall be reinstated: life insurance, health insurance, retirement, dues, and tax deductions.

g. Salary Increases

The base compensation rate of a member of the bargaining unit shall be augmented by all general increases which he/she would have received had he/she not been on leave and by selective increases approved through the regular channels.

2. Military Leave

The University agrees to comply with the Federal and State Veterans Employment Acts.

B. Professional Leaves

1. Authorized Short-Term Absences

a. Absences for outside professional activities related to University responsibilities which necessitate absence from the bargaining unit member's usual University operating location may be approved with pay for periods up to thirty working days.

b. Requests for authorized absences should be filed by the bargaining unit member with his/her chairperson or dean/director at least two weeks prior to the start of the proposed activity and at least three weeks prior to activity outside the United States.

c. Approval is given by the University President or his/her designee.

2. Sabbatical Leaves

The Provost or his/her designee may grant sabbatical leaves of absence to members of the faculty and academic staff for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee. However, no more than seven percent of the members of the bargaining unit with tenure or continuing service may be on sabbatical leave in any one semester. Under extraordinary circumstances this maximum may be exceeded at the discretion of the Provost.

a. Eligibility

1) A sabbatical leave may be granted for one or two semesters to any bargaining unit member who holds continuing service or tenure status at the beginning of the proposed period of leave and who meets the following additional requirements of eligibility.

2) Dependent upon the type of sabbatical leave requested (Section B.2.f.1), an applicant shall have served at least six or twelve semesters (or their equivalents in a combination of quarters and semesters) of regular full-time contractual employment in the University since his/her initial appointment to academic staff or faculty classifications or since a previous sabbatical leave. The elapsed quarters/semesters need not be consecutive, but no more than three quarters or two semesters shall be counted for any one fiscal year.

3) After six semesters of full-time service since the initial appointment to a faculty classification and with the approval of the dean/director, a nontenured faculty member in the rank of assistant professor, associate professor, or professor is also eligible for consideration for a one-semester sabbatical leave. Such a sabbatical leave must be completed prior to the beginning of the seventh year of service. The granting of such a sabbatical leave may not be cited as evidence of merit in any application for tenure and/or promotion or in any challenge of tenure, promotion or nonrenewal decisions.

b. Applications

1) Applications for sabbatical leave shall include the following:

(a) The presentation of a definite plan for the scholarly use of the sabbatical leave.

(b) An indication of the specific semester(s) for which the leave is requested.

(c) A description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.

(d) The applicant's agreement to return to service with the University for two semesters in the year immediately following expiration of the leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.

(e) The applicant's agreement to submit a written report on the extent to which he/she has achieved the purpose for which the leave was granted.

2) Within each department or equivalent unit, all applications for sabbatical leaves shall be submitted to the chairperson or equivalent administrator no later than December 15 of the fiscal year preceding the University fiscal year in which the leave is to begin, and applications shall be forwarded to the Provost or his/her designee through normal administrative channels. All applications for sabbatical leaves from a department or equivalent unit shall be evaluated by the department chairperson or equivalent unit administrator and, in those units with tenure committees, by a committee designated by the unit. The evaluations, along with the applications, shall be forwarded to the Provost through normal administrative channels by January 15 after the December 15 filing deadline. Notification of the decision on the application shall be given to the applicant by March 1.

c. Conditions of Leave

1) An applicant shall agree to return to service with the University for two semesters in the year immediately following expiration of his/her leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.

2) An individual on sabbatical leave shall not give, for compensation, personal service unrelated to his/her sabbatical leave project, other than what the University would consider acceptable for a faculty or academic staff member of the University not on leave. Any service for compensation shall be reported to and must be approved in advance by the Provost or his/her designee.

3) Formal study for an advanced degree is not normally acceptable as a sabbatical leave project. Exceptions to this regulation require the written approval of the dean (director) of the candidate's college (division) prior to the filing of the application.

For the purpose of meeting the needs of a unit, with the prior written approval of the dean/director, a sabbatical leave application for a professional development project may be filed.

4) Persons on the nine-month payroll are normally granted sabbatical leaves only for the duration of specifically stated whole semesters. Exceptions to this regulation require the written approval of the dean or director prior to the filing of the application.

5) For persons employed on the twelve-month payroll, one semester of service shall be interpreted to mean four and one-half calendar months of service.

d. Length

1) A sabbatical leave may be granted for one or two semesters.

2) Faculty members on the nine-month payroll are not granted sabbatical leaves for the Spring-Summer Term. Hence the Winter and Fall Semesters of a given calendar year are regarded as consecutive.

e. Sabbatical Leaves Committee

1) There shall be a University Sabbatical Leaves Committee consisting of six bargaining unit members and chaired by the Provost or his/her designee. These six persons shall be selected jointly by the Provost and the University Council Policy Committee according to the method described in Article XXX, University-wide Committees. The Provost or his/her designee shall be a member ex officio of the Committee (without vote).

2) The functions of this committee shall be:

(a) To evaluate all applications and to rank those applications which the Committee deems worthy of approval for sabbatical leaves;

(b) to advise the Provost of its recommendations; and

(c) to recommend to the various elements of the University any need for change in the sabbatical leave policy.

f. Compensation and Benefits

1) For each semester on sabbatical leave the individual shall receive as compensation a percentage of the compensation

he/she would have received were he/she not on leave, such percentage to be determined by the number of semesters elected for the sabbatical leave and the length of full-time service since the last sabbatical leave or initial employment as follows:

One semester following twelve semesters of service as described in 2.a.2 above	Faculty Academic Staff	100% 80%
Two semesters following twelve semesters of service as described in 2.a.2 above		60%
One semester following six semesters of service as described in 2.a.2 and 2.a.3 above		60%

2) During a sabbatical leave the individual's contract with the University shall remain unimpaired. The individual shall be eligible for all scheduled adjustments and for all other applicable benefits which would have been provided to him/her by the University were he/she not on leave.

3) Persons on the twelve-month payroll do not earn vacation days while on sabbatical leave. Any days in the vacation bank shall be retained pending the individual's return from sabbatical leave.

C. Leaves of Absence With Pay

It is recognized that leaves of absence with pay are appropriate for illness, personal emergencies, and the performance of certain civic functions.

A leave of absence with pay is a leave during which a member of the bargaining unit is not required to perform regular University duties, but is retained on the payroll of the University at his/her normal compensation rate for periods during which he/she is normally on the payroll.

1. Short-term Disability Leave for Illness

a. Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one-ninth of the academic year compensation per month for nine-month employees) for periods of disability of up to one month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six months' compensation in any twelve-month period. Short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked. Nine-month bargaining unit members on the summer payroll who become disabled during the summer will begin receiving short-term disability compensation at the time the disability occurs. The disability compensation will be at the summer rate and will not extend beyond the period of the summer appointment. If the bargaining unit member is still disabled at the beginning of the Fall Term he/she may continue on short-term disability in the normal manner. Bargaining unit members shall be responsible for promptly notifying their department chairperson, dean, or immediate supervisor of each day of illness absence.

b. Any member of the bargaining unit, as defined in 1.a., is required to file with the Employee Health Services a report from his/her attending physician if surgery has been performed, or if he/she has been absent more than fourteen consecutive calendar days, or for fifteen business days, whether or not consecutive, in any one fiscal year. The University may require additional medical reports by the bargaining unit member's physician to be filed periodically, and the bargaining unit member may be required to take periodic medical examinations given by (or authorized by) the Employee Health Services or by a physician mutually agreeable to the University and the member.

c. Any member of the bargaining unit who has undergone surgery, who has been hospitalized, or who, because of illness, has been absent over a period of fourteen consecutive calendar days is required to take and pass a medical examination given by (or authorized by) the Employee Health Services before he/she may return to work.

d. A member of the bargaining unit, as defined in 1.a. who has five or more years of continuous full-time service in the bargaining unit and who has exhausted his/her short-term disability bank and vacation days and for whom there is a likelihood for eligibility for long-term disability insurance benefits, shall be maintained on the University payroll at one-half compensation for the remainder of the six month short-term disability period.

e. A bargaining unit member who has been on short-term disability leave and has medical approval from the Employee Health Services may return to work on a fractional-time basis. He/she shall receive fractional compensation for the work performed and the appropriate fractional-time short-term disability benefit for the time that he/she has remaining in his/her short-term disability bank.

2. Mandatory Sick Leave

In the event that there is sufficient evidence, as determined by the Employee Health Services, to indicate that a member of the bargaining unit is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her position, the person may be placed on Mandatory Sick Leave. The Mandatory Sick Leave Statute is no longer applicable to members of the bargaining unit; however, decisions made by the University under this contract provision shall be subject to the Grievance Procedure entering at Step One.

3. Personal Emergencies

a. Each day of absence for a personal emergency as provided in this section shall be deducted from the short-term disability bank, as described in Section 1.a. above, and shall be reported on the University's official Payroll Exception Report.

b. A member of the bargaining unit shall be given a leave of absence with pay of not more than five days in the event of the death of a member of the immediate family. "Immediate family" is defined as: spouse, parent, sibling, child, grandparent, parent-in-law, sibling-in-law, child-in-law, and grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.

c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five consecutive working days for emergency care of a seriously ill or injured member of the immediate family (as defined above).

d. After six months of service, a member of the bargaining unit may take up to two days for personal reasons during a July-June year. One additional day for personal reasons shall acrue for each ten years of service. Sufficient prior notice shall be given to the chairperson, dean/director or his/her designee, as appropriate, prior to taking a personal leave day.

4. Civic Obligations

a. Court and Related Duties

Any member of the bargaining unit who must be absent from his/her regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for serving, and the University shall continue his/her fringe benefits based upon his/her full University salary. The University shall not request a change in the dates of jury duty assignments of a nine-month bargaining unit member without the written consent of the member.

b. Short-term Military Leave

Any member of the bargaining unit required to perform unexpected military obligations during his/her regular

University assignment (not including persons inducted into military service under the selective service laws or in attendance at regularly scheduled military reserve or National Guard training programs, including summer training camps) shall be granted short-term military leave not exceeding thirty days.

Such a person shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for military service, and the University shall continue to pay the normal University subsidy of fringe benefits even though the bargaining unit member may not be eligible for life insurance, medical insurance, or disability insurance while on military leave.

D. Maternity Leaves of Absence

It is recognized that a flexible and effective maternity leave program can facilitate professional continuity for female faculty and academic staff. In this spirit, the following options are available for pregnant members of the bargaining unit:

1. Short-term Disability Leave

For actively employed members of the bargaining unit, absences due to a temporary illness caused or contributed to by pregnancy, childbirth and/or recovery therefrom, shall be covered under Short-term Disability Leave for Illness as specified in Section C.1. of this Article.

2. Maternity Leave of Absence Without Pay

A pregnant member of the bargaining unit who wishes to cease work for reasons other than for medical necessity may apply, if eligible, for a leave of absence without pay under Section A. of this Article.

XIV.
FRACTIONAL-TIME EMPLOYEES

All members of the bargaining unit employed fifty percent time or more (but less than one hundred percent time) at Wayne State University, shall be fractional-time employees within the bargaining unit. Fractional-time members of the bargaining unit shall receive the same University subsidy for the health insurance program and for the full $25,000 non-contributory group term life insurance coverage as are provided by the University for full-time members of the bargaining unit. In addition, based upon their fractional-time salaries, fractional-time members of the bargaining unit shall be eligible for the supplemental life insurance option, Social Security, Worker's Compensation, official University-paid holidays, and, when eligible, for long term disability income insurance as described in XII.H. Twelve-month fractional-time bargaining unit members shall accrue vacation days in proportion to the fraction of time worked. Short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked.

XV.
ADMINISTRATION-ASSOCIATION MEETINGS

Representatives of the University Administration and representatives of the Association shall confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.

XVI.
ADMINISTRATION OF AGREEMENT

A. The Wayne State University Chapter of the American Association of University Professors and the University administration share responsibility to insure no loss of scheduled teaching duties or other professional academic assignments in carrying out their responsibilities associated with the implementation of this Agreement, except as permitted in Section B. of this Article and Section F. of Article V. Upon written request, the University shall endeavor to reschedule the regular duties of Association-appointed representatives for reasonable periods of time for the administration of this Agreement.

B. Every effort shall be made to schedule negotiation sessions and other necessary AAUP-University meetings in such a way as to eliminate the loss of scheduled class time, to minimize adjustments of academic staff duty time, and also to limit the number of persons engaged in scheduled sessions or meetings.

C. It is understood that no additional payments to any member(s) of the Association shall be made for time devoted to the handling of scheduled grievance sessions or contract negotiation meetings.

XVII.
GRIEVANCE PROCEDURE

A. Intent

Wayne State University and the Wayne State University Chapter of the American Association of University Professors agree that they will use their best efforts to encourage the prompt settlement of grievances. The orderly processes hereinafter set forth shall be used for the resolution of grievances.

Nothing in this Grievance Procedure shall limit the existing rights of an individual member of the bargaining unit to communicate with any person in the University administration.

B. Definition

A Grievance is a complaint, claim, or dispute arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions which are specifically excluded from the grievance procedure.

C. Informal Procedure for Handling Grievances

Any individual member of the bargaining unit, at any time, may present a grievance and have the grievance adjusted without participation of the Association if the adjustment is not inconsistent with the terms of this Agreement.

Before a formal grievance may be filed, the grievant shall discuss the grievance with the appropriate chairperson and dean (or his/her designee) or other administrative official, unless specifically provided for elsewhere in this Agreement, in order to facilitate a prompt settlement.

In the event that the complaint is not resolved satisfactorily in this discussion between the grievant and the appropriate administrative official, the grievant may return for further discussion accompanied by an Association-appointed representative.

D. Filing of a Grievance

A grievance may be filed conjointly by an individual member of the bargaining unit and by an authorized representative of the Association with the consent of the individual. Group grievances which have department, college, division, or bargaining unit wide effect may be filed by the Association at the appropriate step of the procedure provided that no grievance may be initiated at Step Two, unless specifically provided for elsewhere in this Agreement.

E. **Formal Procedure for Handling Grievances**

Step One

If the matter is unresolved by the informal procedure, the Association representative shall submit the grievance in writing on forms provided by the University to the Provost (or his/her designee) stating the nature of the grievance, including relevant facts, the provision(s) of the contract alleged to have been violated, and the adjustment sought.

The grievance must be in writing and receipted by the University representative within thirty calendar days following the time at which the grievant could have reasonably been aware of its occurrence.

Within fourteen calendar days of receiving the grievance, the Provost or his/her designee shall arrange a meeting between the grievant, one, two, or three Association-appointed representatives and the Provost or his/her designee and, at his/her discretion, the dean or his/her designee, the chairperson, and/or a fourth administration representative. A written answer to the grievance shall be forwarded by the Provost to the Association with a copy to the grievant within fourteen calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one calendar days after an answer shall be considered settled on the basis of the last answer and not subject to further review. After fourteen days the Association will be notified that the grievance will be considered settled unless the Association responds within seven calendar days.

If a timely meeting is not arranged, the Association may proceed to Step Two of the grievance procedure providing it does so within twenty-one calendar days of the initiation of Step One.

If a meeting is arranged but a timely answer is not forwarded to the Association, or the Association finds the answer unacceptable, the Association may proceed to Step Two of the grievance procedure provided it does so within twenty-one calendar days of the time of the meeting.

Step Two

The grievance shall be submitted to the President or his/her designated representative.

The Association and the University President shall each appoint one representative from within the University who shall meet to choose a mutually agreeable third person.

If the parties are unable to choose a third person within seven calendar days, the American Arbitration Association shall be requested by either or both parties to provide a list of five arbitrators. All five members of this list shall be employed full time by a college or university other than Wayne State University. The University and the Association shall each rank the five names and strike from the list names that are unacceptable. The American Arbitration Association shall then designate from this list the name that is most acceptable to both parties. If no name from the list is acceptable to both parties, the American Arbitration Association shall be requested to furnish a second list of five names, and the process shall be repeated. In the event that no name is acceptable to both parties from the second list, the Regional Director of the American Arbitration Association, shall be asked to designate the third person to serve on the panel. This person shall be a full-time employee of a college or university, other than Wayne State Universiy, whose name has not appeared on any of the previous lists.

This three-person panel shall then conduct a hearing to begin as soon as possible after the designation of the third person. There shall be no formal rules of evidence, and the panel shall operate in accord with the prevailing rules of the American Arbitration Associtio. Each party may present its own witnesses and, if it so desires, the panel may also call witnesses of its own.

The panel's jurisdictional authority is defined and limited to the determination of a grievance as defined in Section B. of this Article. The panel shall have no power to add to or to subtract from or modify any of the terms of this Agreement, and its findings shall be consistent with the terms of this Agreement. Also excluded from the panel's jurisdiction are grievances related to promotion, tenure, and reappointment, unless provided for elsewhere in this Agreement. The panel shall issue its decision within thirty days after the conclusion of testimony, argument, and submission of briefs.

The award of the panel shall be based exclusively on evidence presented at the hearing. There shall be no appeal from the decision of the panel. It shall be final and binding on the part of the Association, bargaining unit members, and the University.

F. Right to Counsel

At any step of the grievance procedure, the appointed representative(s) of either the Association or the administration may be an attorney who is a full-time employee of Wayne State University, or the representative for the Association may be the Association attorney. An attorney shall not participate at any level of the grievance procedure unless the other party has been afforded an opportunity in advance to have an attorney present.

At Step Two of the grievance procedure only the grievant may be represented by counsel of his/her choice and shall be solely responsible for the fees and expenses of such counsel.

G. Extensions of Time Limits

Time limits set forth herein, subsequent to the filing of the grievance as specified in Section E., may be extended by mutual agreement. At the option of the grievant, the Association, or the administration, the processing of a grievance (filed by a nine-month employee) which would take place in a summer term in order to meet the time limit specified in this Article may be postponed until the beginning of the next academic term.

H. Settlements

In no event shall the University's liability antedate thirty days before the filing of the grievance nor will the University be required to pay any interest, penalty, or other cost, except as provided for in the letter of agreement, Reference: Compensation Settlements, dated March 7, 1973.

I. Expenses

The professional fee and expenses of the third person on the panel shall be borne equally by the Association and the University. All other expenses shall be borne by the party incurring them.

J. Withdrawal of Grievance

The Association may withdraw a grievance at any step of the grievance procedure, and such withdrawal shall be without prejudice.

K. Rights of Management

While a grievance is pending, all managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

L. Additional Time for Internal Appeal

If the Association advises the University during any of the above-specified 21-day periods that an internal appeal is in progress, the Association shall be given an additional twenty-one calendar days in which to appeal to the next step. The fact of such internal appeal shall not be used against the grievant in any step of the grievance procedure.

M. Right to Representation

If a member of the bargaining unit reasonably anticipates some disciplinary action may result from a meeting with a University administration representative or his/her designee, the bargaining unit member may request that an Association representative be present.

If some disciplinary action results during a meeting in which an Association representative is not present, the bargaining unit member has the right to terminate the meeting pending the arrival of an Association representative.

XVIII.
SELECTION ADVISORY COMMITTEES

Selection and Review of Department Chairpersons

When a new chairperson of a department (or administrator of equal function) is to be appointed, a committee shall be formed to seek and recommend candidates to the dean. Such a committee shall include one-half membership elected by the department for which the chairperson is being sought. The dean shall appoint the remaining members. At least one of the dean's appointees must be a bargaining unit member from the department in question. In clinical departments in the School of Medicine the membership of the committee shall include n members elected by the faculty of the department, n members appointed by the president of the DMC/WSU Health System (or its successor organization), and n members appointed by the dean. The above committee structure shall not obtain in those departments with fewer than five tenured full-time faculty, in which case the membership shall be appointed by the dean but shall include not less than two-thirds bargaining unit members including representation from the department in question. The dean shall appoint the chairperson of the committee from among the committee members. A slate of at least three candidates for chairperson shall be presented to the dean. Fewer than three candidates may be presented to the dean, if mutually agreeable to the dean and the committee. If the position is not filled by one of the candidates, the committee shall readdress the question. If the position is still not filled after a second slate of candidates is presented, the matter shall be forwarded to the Provost for whatever action or decision he or she deems appropriate.

Prior to the appointment or reappointment of an acting chairperson, the dean shall consult with the selection advisory committee, and/or the departmental personnel committee, and/or the department tenured faculty, and/or the department tenured faculty and non-tenured faculty.

Terms of appointment shall not exceed five years. Every five years or one year prior to the end of the term of a chairperson whose term of appointment is four years or greater, a review committee shall be formed. At least three-fourths of the committee members shall be tenured. Sixty percent of the committee (where a fractional number is rounded to the next higher integer) shall be elected by the department. The remaining members, one of whom shall be a bargaining unit member from the department in question, shall be appointed by the dean. In clinical departments in the School of Medicine the membership of the committee shall include n members elected by the faculty of the department, n members appointed by the president of the DMC/WSU Health System (or its successor organization), and n members appointed by the dean. The dean shall appoint the chairperson of the committee from among the committee members. This committee shall evaluate the progress of the department and the effectiveness of the chairperson and shall forward a report to the dean. The committee shall insure that faculty members have an opportunity to express their views to the Committee during its review process.

Selection and Review of Deans

When a new dean of a school or college or the Director of Health and Physical Education is to be appointed, a committee shall be formed to seek and recommend candidates to the President or his/her designee. Such committees shall include n faculty members and academic staff members from the college in question elected by the college for which the dean is being sought. The President (or his/her designee) shall appoint n members, at least one of whom must be a faculty or academic staff member from the college in question, and one student member shall be appointed by the College Student Council. In the case of a search for a dean for the College of Lifelong Learning n members of the committee shall be elected by the college and n members shall be appointed according to the procedures specified in Article XXX, and n members shall be appointed by the President (or his/her designee). One student member shall be appointed by the College Student Council. In the case of a search for the dean of the School of Medicine n members shall be elected by the school, n-1 members shall be appointed by the president of the DMC/WSU Health System (or its successor organization), n+1 members shall be appointed by the University President (or his/her designee), at least one of whom must be a faculty or academic staff member from the School of Medicine, and one student member shall be appointed by the School of Medicine Student Council. The college and the President shall strive for committee membership that is broadly representative with respect to discipline and affirmative action considerations. The President shall appoint the chairperson from among the committee members. A slate of at least three candidates for dean shall be presented to the President (or his/her designee). The slate shall be presented within a reasonable time mutually agreed upon by the President and the Committee. If the position is not filled by one of the candidates, the committee shall submit a second slate within a reasonable time which is specified by the President. If the committee does not meet the deadline for the submission of the first slate, a new deadline will be established by the President and the slate submitted will be treated as the second slate. If the position is still not filled after the second slate, the President shall take whatever action he/she deems appropriate.

Prior to the appointment or reappointment of an acting dean, the President (or his/her designee) shall consult with the selection advisory committee and/or an appropriate faculty committee of the college.

Terms of appointment shall not exceed five years. One year prior to the end of a term of a dean whose term of appointment is four years or greater, a review committee shall be formed. Fifty percent of the committee (where a fractional number is rounded to the next higher integer) shall be faculty members and academic staff members from the college in question and elected by the college. The remaining members shall be appointed by the President (or his/her designee). For the

School of Medicine the membership of the committee shall include n members elected by the school, n-1 members appointed by the president of the DMC/WSU Health system (or its successor organization), and n+1 members appointed by the University President (or his/her designee). The President shall appoint the chairperson of the committee from among the committee members. This committee shall evaluate the progress of the school or college and the effectiveness of the dean and shall forward a report to the President or his/her designee.

Selection and Review of Directors

When a new director of the Libraries, Archives, or an equivalent administrator supervising Admissions is to be chosen, a committee shall be formed to seek and recommend candidates to the President or his/her designee. Such committees shall include n bargaining unit members (at least half of whom are from the Libraries or Archives or Admissions) selected in accord with Article XXX. The President shall appoint n members and one student member shall be appointed by the University Student Council. The President shall appoint the chairperson from one of the committee members. A slate of at least three candidates for director shall be presented to the President (or his/her designee). Fewer than three candidates may be presented to the President (or his/her designee) if mutually agreeable to the President and the committee. If the position is not filled by one of the candidates, the President shall take whatever action he/she deems appropriate.

For the director of the Libraries or Archives terms of appointment shall not exceed five years. One year prior to the end of the term a director of the Libraries or Archives whose term of appointment is four years or greater, a review committee will be formed. This committee shall include representation from the bargaining unit members in the affected unit. This committee shall evaluate the progress of the unit and the effectiveness of the director and shall forward a report to the President or his/her designee.

Other Procedures

Nothing in this article shall preclude the appropriate appointing administrative officer and the affected faculty group from developing alternative, mutually acceptable procedures for selection and review instead of those outlined above. Any such agreement must be ratified by two-thirds of the voting faculty in question and is assumed to be case specific. Moreover, this section does not preclude the traditional rights of faculty to meet as individuals with appropriate administration officers to voice their opinions.

XIX.
VALIDITY

In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law or by any court decision, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate, if possible, the inoperative portion of the Agreement.

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XX.
DURATION OF AGREEMENT AND CESSATION OF BARGAINING

This Agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of July 31, 1986 when it shall terminate. If either party desires to modify or amend this Agreement, it shall give the other party written notice to that effect not more than one hundred twenty days and not less than ninety days prior to July 31, 1986. Such written notice shall be sent by registered or certified mail to the other party.

The University and the Association agree that the settlement made effective as of the effective date of this Agreement is in full settlement of all contract issues in dispute between the parties and any other issues unless mutually agreed to by the parties.

XXI.
TERM APPOINTMENTS

A. A term appointment is an employment contract for a specified period of time. Term appointments shall be in writing and shall indicate compensation and the period of the appointment. Any special conditions related to the term appointment shall be included in the letter of offer.

B. Insofar as practicable, no full-time term appointments of prospective members to the bargaining unit at the rank of Assistant Professor (or equivalent) or higher shall be made in units with tenure committees without prior consultation with the appropriate unit committee or the tenured members of that unit.

C. Qualified individuals, upon the recommendation of the departments/divisions and colleges may be granted, in the ranks of instructor, assistant professor, associate professor, professor and in academic staff classifications, term appointmments which are limited to a maximum of seven years of full-time service at this University. Full-time service in the rank of assistant professor, associate professor or professor at a baccalaureate granting institution other than Wayne State University and which is accredited by a nationally recognized accrediting agency shall be counted for up to three years unless the faculty member and the dean concur in a request for a reduction in service credit during the faculty member's first year at Wayne State University. A copy of the waiver request shall be forwarded to the AAUP. The faculty member may cancel the waiver request within a two-month period after its submission.

D. Appointment procedures shall provide written notice of nonrenewal of appointment at least three months prior to expiration of initial term appointments which are less than two academic years. With the exception of the classification of lecturer, in subsequent reappointments of less than two years, written notice of nonrenewal shall be provided at least six months prior to the expiration of an appointment. Lecturers shall receive at least three months' notice of nonrenewal for all reappointments of less than two years. Where the term appointment is for two or more academic years, written notice shall be provided at least twelve months prior to the expiration of the appointment.

Such notices shall be personally served or sent by certified mail on or prior to the date of notice requirement stated above. Failure to provide notice, however, shall not constitute a basis of claim for tenure.

After seven years of service at Wayne State University, assistant athletic coaches, athletic coaches and senior athletic coaches shall be provided at least eighteen months' written notice of nonrenewal of appointment.

A bargaining unit member who has been initially denied tenure at the University level in his/her sixth year of service and who has been recommended for tenure at the college/school level in the sixth year of service shall be granted a terminal seventh year appointment.

E. Annually, the unit tenure committee shall prepare for each bargaining unit member on a term contract a written review of his/her professional performance. The chairperson, dean or director (as appropriate) may concur and/or may add his/her comments to the tenure committee's written review. The chairperson shall discuss the review with the bargaining unit member. The written review shall have been given to the bargaining unit member at least five days prior to this discussion. At the option of either the chairperson or the bargaining unit member, the designated spokesperson of the tenure committee will also be present at the discussion. If the unit contains more than 15 persons on term appointments, the chairperson, dean or director (as appropriate) may select a designee to conduct some of these discussions. In cases where the bargaining unit member is not satisfied with the review performed by a designee, he/she may request review by the chairperson, dean or director (as appropriate). The written reviews shall be kept on file in the department/division or college, as appropriate, along with supporting or dissenting material provided by the individual. Neither the written review nor the discussion shall imply any commitment to recommend reappointment, promotion or tenure.

F. If in the opinion of a bargaining unit member and the Association, the bargaining unit member has improperly been denied renewal of a term appointment, a Step I grievance may be filed for the purpose of requesting a reconsideration. After the Step I meeting, the decision to grant a reconsideration will be at the discretion of the Provost. If the Provost denies reconsideration he/she shall provide his/her written reason(s) for his/her decision to the Association. The matter shall in no case be carried forward to Step II of the grievance procedure. However, upon request of the Association, a meeting with the Provost (or his/her designee) to further discuss the reasons for the Provost's decision shall be held.

G. Except where modified by this Article, the University's existing term appointments statutes shall remain in full force and effect.

H. Except for procedural matters, all matters related to term appointments are not subject to the Grievance Procedure Article XVII).

XXII.
TENURE PROCEDURES

A. Definition

Tenure is a contractual status previously defined in the Statutes of the Board of Governors. Tenure is granted by the Board of Governors upon recommendation of the President in accordance with the procedures set forth below. There is no right to receive tenure but there is a right to fair consideration for tenure as prescribed in this Article.

B. Eligibility

Persons in the payroll classification of instructor, lecturer, assistant athletic coach, athletic coach, senior athletic coach and persons whose appointments are conditioned on subsidy may not hold tenure. Any member of the faculty or the academic staff, who has completed more than three years full-time service at Wayne State University, or who has three years of credited prior service and more than two years of full-time service at Wayne State University and who is otherwise eligible must, upon application, be considered as a candidate for tenure and formally assessed on the basis of the criteria and according to the procedures described below. Highly qualified individuals may be recommended for tenure regardless of their length of service. In rare and unusual circumstances a fractional-time faculty or academic staff member serving 50% time or more may be granted and hold fractional-time tenure.

C. Basis for Tenure Recommendations

The parties agree that the basic functions of the University are the transmission and generation of knowledge. We intend this article to further this commitment.

A recommendation for tenure is based upon a candidate's qualifications in the light of specific department/division, college, and University considerations. The assessments of a faculty candidate's qualifications shall be based upon excellence in teaching and in scholarly achievement or, for a faculty candidate in the creative or performing arts, in creative professional achievement. The assessments of an academic staff candidate's qualifications shall be based upon excellence in job performance and in appropriate scholarly or professional achievement. Consideration shall also be given to non-instructional service to the department, college, and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration both performance to date and prospects for continued excellence based on that performance.

There shall be no establishment of a fixed proportion of tenured to tenured plus non-tenured tenure-track faculty in the University, in any college, or in any department/division nor shall there be an establishment of a fixed proportion of tenured to tenured plus non-tenured tenure-track academic staff in the University, in any college, or in any department/division.

At no level in this procedure shall either a ranked list of candidates for tenure or the vote tallies of committees be forwarded. Signed written reasons for any negative opinions in a committee may be forwarded to the next review level. A candidate may withdraw his/her name from consideration for tenure at any time.

D. Procedures

1. Faculty Recommendations for Tenure

a. Each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, and in each division in the College of Pharmacy and Allied Health Professions, and each of the Colleges/Schools of Health and Physical Education, Law, Lifelong Learning, Nursing, and Social Work shall delineate, as far as practical and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section C. of this Article and to those department/division and college/school factors that may have a bearing on the tenure recommendations. The factors shall distinguish among teaching, scholarship and service. However, such factors are not to be interpreted as standards. Applicants may submit evidence of scholarly achievement, teaching excellence, and service which has not been specifically listed under the factors. Similarly promotion and tenure committees and administrators may also consider evidence of scholarly achievement, teaching, and service which has not been specifically listed under the factors. Such statements must receive the approval of the dean/director of the college/school prior to implementation. No later than February 15 of a given year the Office of the Provost may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement must receive the approval of the dean/director of the school/college prior to implementation. If the dean/director and the unit are unable to agree upon a factors statement, the President (or his/her designee) shall appoint a committee of bargaining unit members, using the procedures described in Article XXX, which shall advise the dean/director on the matter by September 15. The dean/director shall then develop the factors statement by September 30. Such a factors statement shall be in effect for the following academic year. The previous factors statement shall remain in effect prior to formal implementation of newly developed factors. If, for whatever reason, a factors statement has not yet been implemented, tenure applications from that unit shall be considered under the tenure criteria as specified in Section C. of this Article without reference to specific unit factors. The dean may also attach appropriate college/school/University factors to the unit factors statement. Factors used in a given case shall have been issued at least twelve months prior to their use and shall have been distributed to each faculty member in the unit.

b. Department/Division Committee

There shall be a tenure committee in each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, and in each division in the College of Pharmacy and Allied Health Professions which shall be responsible for evaluating candidates and for making tenure recommendations. The committee membership shall consist of tenured faculty members elected by the faculty of the department. Faculty holding administrative positions in offices above the unit and in the reporting line shall not be eligible for election. A two-thirds affirmative vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The department/division chairperson (or unit head) shall chair the committee without vote. A committee representative shall be elected from among the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendation of the committee for the granting of tenure, together with a written assessment and supporting documents, shall be forwarded to the department/division chairperson.

c. Department/Division Chairperson

Upon receipt of the department/division committee recommendations the chairperson shall attach his/her written assessments and recommendations and shall forward both sets of recommendations and assessments to the dean of the college. The chairperson shall inform the department/division committee of his/her recommendations. The chairperson, after consultation with the department/division committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and written assessments, shall be forwarded to the dean; the committee may also forward its assessments and supporting documents to the dean. The chairperson shall notify the faculty member of the department/division committee's recommendation and the chairperson's own recommendation prior to forwarding them to the dean. The chairperson shall notify a faculty member when the department/division committee has recommended him/her for tenure or when the chairperson initiates a recommendation for tenure. In cases where tenure is not recommended, the committee and/or chairperson may forward a statement explaining the decision to the dean. If no recommendation for tenure is being sent to the dean of the college and it is the faculty member's fourth, fifth, or sixth year of service at Wayne State University, the faculty member shall be so notified in writing by the chairperson.

In a department/division with fewer than three tenured faculty members, not including the chairperson, the chairperson shall possess the authority and functions of the department/division committee. In such units the chairperson shall consult with the tenured faculty members prior to arriving at a positive or negative decision. The chairperson shall notify both the candidate and the tenured faculty members of his/her recommendation.

d. College (or School) Committee

There shall be a tenure committee in each college which shall be responsible for evaluating candidates and for making tenure recommendations for only those candidates who have been recommended by the department/division committees and/or the chairperson and for those candidates who have appealed to the college committee. The committee shall consist of tenured faculty members elected by the faculty of the college and in the colleges of Business Administration, Education, Engineering, Liberal Arts and Medicine one student member appointed by the College/School Student Council. Except for the School of Medicine the student member must hold junior, senior, or graduate status as a major in the college. In the School of Medicine the student must be an undergraduate medical student. Faculty holding administrative positions in offices in the reporting line shall not be eligible for election. The College of Engineering may choose to elect a separate college-wide committee to consider tenure recommendations from the Division of Engineering Technology. There shall be no college-wide committee for the College of Pharmacy and Allied Health Professions. An affirmative vote equal to two-thirds times the number of faculty committee members shall be required for a recommendation for the granting of tenure. The dean (or his/her designee) shall chair the committee without vote. A committee representative shall be elected from among the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee shall be forwarded to the dean together with its assessments and supporting documents. Whenever a department chairperson appears before the college committee, he or she shall be accompanied by the elected departmental committee representative. In the Colleges/Schools of Law, Lifelong Learning, Nursing, and Social Work, and in the Division of Health and Physical Education, the college committee may initiate tenure recommendations. The recommendations of these committees for the granting of tenure, together with a written assessment and supporting documents, shall be forwarded to the dean.

e. Dean of the College

Upon receipt of the college committee recommendations, the dean shall attach his/her recommendations to those of the committee. The dean/director shall inform the members of the college committee of his/her recommendations. In the Colleges/Schools of Law, Lifelong Learning, Nursing, Pharmacy and Allied Health Professions, and Social Work, and in the Division of Health and Physical Education, the dean/director shall provide written assessments along with his/her recommendations. Those recommendations that have received the endorsement of the college committee and/or the dean shall be forwarded, along with the supporting documents, to the Office of the President. The dean, after consultation with the appropriate department/division and college committees, may also initiate recommendations for the granting of tenure which, along with supporting documents and assessments, shall be forwarded to the Office of the President. A faculty member shall be notified of the recommendations of the dean and the college committee before these recommendations are forwarded to the Office of the President. If no recommendation for tenure is being sent to the Office of the President for those faculty members considered at the college level and it is the faculty member's fourth, fifth, or sixth year of service at Wayne State University, the faculty member shall be so notified in writing by the dean.

In those colleges/schools where the college/school is not the initiating unit in tenure decisions, a faculty member denied tenure may, within seven days of receipt of such notice, request the reason(s) for his/her denial of tenure. The dean/director shall respond in writing within thirty days.

2. Academic Staff Tenure Recommendations

a. The academic staff collegial units as referred to below shall comprise the academic staff members in: Undergraduate Office in the College of Liberal Arts, Archives, College of Lifelong Learning, University Counseling Services, University Libraries, University Office of Admissions, and the Academic Services Division of the College of Education.

b. The academic staff collegial units (defined above) and the dean/director in all other units where academic staff personnel are assigned, shall delineate , as far as is practical and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section C of this Article and to those department/division/college factors that may have a bearing on the tenure recommendations. They shall distinguish among job performance, scholarship and service. However, such factors are not to be interpreted as standards. Applicants may submit evidence of scholarly or professional achievement, job performance, and service which has not been specifically listed under the factors. Similarly the promotion and tenure committees and administrators may also consider evidence of scholarly or professional achievement, job performance, and service which has not been specifically listed under the factors. Such statements must receive the approval of the dean/director of the college/school prior to implementation. No later than February 15 of a given year the Office of the Provost may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement must receive the approval of the dean/director of the school/college prior to implementation. If the dean/director and the unit are unable to agree upon a factors statement, the President (or his/her designee) shall appoint a committee of bargaining unit members, using the procedures described in Article XXX, which shall advise the dean/director on the matter by September 15. The dean/director shall then develop the factors statement by September 30. Such a factors statement shall be in effect for the following academic year. The previous factors statement shall remain in effect prior to formal implementation of newly developed factors. If, for whatever reason, a factors statement has not yet been implemented, tenure applications from that unit shall be considered under the tenure criteria as specified in Section C. of this Article without reference to specific unit factors. The dean/director may also attach appropriate college/school/division/University factors to the unit factors statement. Factors used in a given case shall have been issued at least twelve months prior to their use and shall have been distributed to each academic staff member in the unit.

In the event that an academic staff member does not concur with the factors delineated by the dean/director in those units which do not have collegial tenure committees, the individual may request, within thirty days of issuance of the factors, a review by a University-wide Academic Staff Review Committee. This committee shall be constituted as an ad-hoc committee to be convened by the Provost as the need arises. Membership on the committee shall consist of six academic staff bargaining unit members selected in accord with Article XXX.

c. Academic Staff Collegial Units

1) Academic Staff Collegial Tenure Committees

The academic staff in each of the academic staff collegial units shall elect a committee of tenured bargaining unit members which shall be responsible for evaluating candidates and for making tenure recommendations. A two-thirds affirmative vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The dean/director (or his/her designee) shall chair the committee without vote. A committee representative shall be elected from among the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee, together with its written assessments and supporting documents for the granting of tenure, shall be forwarded to the dean/director.

2) Dean/Director of the Academic Staff Collegial Units

Upon receipt of the academic staff collegial unit tenure committee recommendations, the dean/director (or his/her designee) shall attach his/her recommendations and written assessments to those of the committee. The dean/director shall inform the members of the unit committee of his/her recommendations. Those recommendations that have received the endorsement of the tenure committee and/or the dean/director shall be forwarded, along with the supporting documents and written assessments, to the Office of the President.

The dean/director (or his/her designee), after consultation with the committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and assessments, shall be forwarded to the Office of the President. The dean/director shall notify the candidate of the unit committee's recommendation and the dean/director's own recommendation prior to forwarding the recommendation to the Office of the President. If no recommendation for tenure is being sent to the Office of the President for an

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academic staff member and it is the academic staff member's fourth, fifth, or sixth year of service at Wayne State University, the academic staff member shall be so notified in writing by the dean/director.

In an academic staff collegial unit with fewer than three tenured academic staff members, not including the dean/director, the dean/director shall possess the authority and functions of the academic staff collegial unit tenure committee. In such units the dean/director shall consult with the tenured academic staff members when a candidate is being considered for tenure and prior to arriving at a positive or negative decision.

d. Other Academic Staff Classifications

Those academic staff members who are not members of units specified in Section D.2.a. of this Article shall be evaluated for the purpose of making tenure recommendations by their deans/directors (or their designees). The dean/director shall notify an academic staff member when he/she is being considered for tenure and shall inform the candidate of his/her recommendation. If no recommendation for tenure is being sent to the Office of the President for an academic staff member and it is the academic staff member's fourth, fifth, or sixth year of service at Wayne State University, the academic staff member shall be so notified in writing by the dean/director.

3. Office of the President

The Office of the President shall review all recommendations for tenure forwarded from the various colleges, schools, and divisions for the purpose of making a final decision upon whether to recommend tenure.

Ten persons shall be appointed jointly by the Policy Committee of the University Council and the President or his/her designee from a slate of twenty tenured faculty bargaining unit members elected by the University Council to serve on the University Tenure and Promotion Committee which shall advise the Provost on faculty tenure cases for which he/she seeks counsel. The twenty member slate shall include at least one member of each of the Colleges/Schools of Social Work, Law, Business Administration, Liberal Arts, Nursing, Education, Engineering, Lifelong Learning, Medicine, Pharmacy and Allied Health Professions, and the Division of Health and Physical Education. The final ten person committee shall not contain more than three members from any one College. One student appointed by the University Student Council shall also serve on the committee. The student member must hold junior, senior or graduate status in the University. The Provost shall submit to the committee and the committee shall consider those cases in which his/her decision is not to recommend tenure. If the committee disagrees with the Provost's decision not to recommend tenure, the committee's recommendation will be transmitted to the President. The Provost may also seek the committee's counsel on other tenure decisions. The University Tenure and Promotion Committee shall be responsible for evaluating and making tenure recommendations for only those tenure cases submitted to it by the Provost.

Faculty bargaining unit members who are currently serving on College/School/Division Tenure and Promotion Committees, except for those which are initiating committees, shall not be elected to the slate submitted to the Policy Committee and the President.

Seven persons shall be appointed by the Policy Committee of the University Council and the President or his/her designee from a slate of fourteen tenured academic staff bargaining unit members elected by the University Council. The fourteen person slate shall include at least one person from each of the collegial units of Archives, Undergraduate Office in the College of Liberal Arts, University Office of Admissions, the College of Lifelong Learning, University Counseling Services, the University Libraries, Academic Services Division in the College of Education, and one member from an academic staff grouping not represented above.

No more than two persons from any one academic staff unit shall be chosen. These seven persons along with two members of the faculty University Tenure and Promotion Committee, defined above, will form the Academic Staff Tenure and Promotion Committee.

The Provost shall submit to the Committee and the Committee shall consider those cases in which his/her decision is not to recommend tenure. If the Committee disagrees with the Provost's decision not to recommend tenure, the Committee's recommendations will be transmitted to the President. The Provost may also seek the Committee's counsel on other tenure decisions. The Academic Staff Tenure and Promotion Committee shall be responsible for evaluating and making tenure recommendations for only those tenure cases submitted to it by the Provost.

Whenever a dean/director appears before either of the University committees, he or she shall be accompanied by the elected college/unit committee representative.

The President retains the ultimate right to initiate or review any tenure recommendation, including the assessment of the candidate's qualifications, and to make affirmative recommendations to the Board of Governors. However, whenever the President initiates a tenure recommendation he/she will first consult with the tenure committee in the appropriate unit. If there is no tenure committee in the

Department/Division, the President will consult the College/Division committee. If there is no College/Division committee, the President will consult the University-wide committee. If the President does not recommend for tenure any candidate who received an endorsement for tenure from the college/division committee and/or the dean/director, the candidate may request in writing from the Office of the President, within fifteen days after written notice, the compelling substantive reason(s) for not endorsing the college recommendation. The Office of the President will provide such reason(s) in writing within thirty days.

4. Time Schedule

Each year the Office of the President shall establish a time schedule for the submission of tenure recommendations to the Office of the President and for the submission of the President's affirmative recommendations to the Board of Governors.

E. Appeal Procedures

1. Appeal of Department/Division Decisions

If neither the department/division committee nor the department/division chairperson recommends tenure, the candidate may, within fifteen days after written notice of the decisions, request, in writing, a reconsideration of the decision by the department/division tenure committee and/or by the chairperson. The candidate may, at his/her option, appear before the committee.

If on reconsideration the chairperson and/or the department/division tenure committee decide to recommend the candidate for tenure, then the chairperson shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the chairperson and the department/division tenure committee both reaffirm their negative recommendations, then the chairperson shall notify the candidate of the decision not to recommend tenure.

In the event that neither the department/division committee nor the chairperson recommends the granting of tenure to a candidate, the candidate may, within fifteen days after written notice of the decision, request the chairperson to forward to the dean of the college his/her application for tenure which was submitted to the department, along with supporting documents. The candidate may forward, through the chairperson, whatever additional material he/she deems appropriate. The candidate may also designate two tenured faculty members to appear before the college committee in his/her behalf.

The dean and the college committee will consider the application in the normal manner.

2. Appeal of the College/Division Decision

a. Faculty

If neither the college committee nor the dean recommends tenure, the chairperson and/or the department/division committee and/or the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the college tenure committee and/or the dean. The candidate may appear before the college committee along with the department's committee representative or, in the event that the departmental committee did not recommend tenure, a tenured faculty member.

In those colleges without department/division tenure committees and where there is no recommendation for tenure, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the college tenure committee and/or the dean. The candidate may, at his/her option, appear beforethe college committee. The candidate may bring a tenured member of his/her college with him/her. In those colleges/schools which are the initiating units, the faculty members denied tenure shall have the right to appeal the decisions to the Office of the President and the University-wide Tenure Committee.

b. Academic Staff

If neither the academic staff collegial tenure committee nor the dean/director recommends tenure, the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the tenure committee and/or the dean/director. The candidate may, at his/her option, appear before the tenure committee. The candidate may bring with him/her a tenured member of his/her collegial group.

In those colleges/divisions without academic staff collegial tenure committees and where there is no recommendation for tenure, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the dean/director and may, at his/her option, meet with the dean/director. If after reconsideration the dean/director reaffirms his/her negative recommendation, the candidate may, within fifteen days, forward his/her application for tenure, along with supporting documents, to the Office of the President.

3. Grievance

If, in the opinion of the candidate and the Association, the failure to recommend the award of tenure was, at any level, based substantially on the candidate's exercise of his/her constitutional rights or was due to a violation of this Agreement, the candidate may file a grievance at Step I of the Grievance Procedure (Article XVII). If the grievance proceeds to arbitration, the arbitrator's authority shall be limited to a determination of whether the alleged violation did occur. If the arbitrator finds that a violation as specified in this section did occur, then the President shall conduct an appropriate review and may, in his/her review of the case, consult with qualified scholars from outside the University. In such cases the President shall, within six months of receipt of the arbitrator's decision, send written notification of the results of his/her review to both the candidate and the Association.

4. Initiation of Appeal Procedure

When a faculty member or an academic staff member has completed more than three years of full-time service at Wayne State University, or when a faculty member has three years of credited prior service and two or more years of service at Wayne State University, he/she may initiate the appeal procedure described in Sections E.1., E.2., and E.3. of this Article. However, the appeal under Section E.3. (Grievance) may be initiated one time only.

F. Except where modified by this Article the University's existing tenure statute shall remain in full force and effect.

G. Except as specified in this Article, all matters related to tenure are not subject to the Grievance Procedure (Article XVII).

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XXIII.
PROMOTION PROCEDURES

A. Faculty

1. Definition

Appointments to the faculty may be made in the ranks of Assistant Athletic Coach, Athletic Coach, Senior Athletic Coach, Lecturer, Instructor, Assistant Profesor, Associate Professor, or Professor. Promotion is the advancement of a faculty member from one of these ranks to the next. Assistant Athletic Coaches may be promoted only to the rank of Athletic Coach, and Athletic Coaches may be promoted only to the rank of Senior Athletic Coach. There is no promotional step beyond Lecturer.

2. Basis for Promotion Recommendation

A recommendation for promotion is based upon a candidate's qualifications in the light of specific department/division, college and University considerations and not primarily upon length of service in rank. The assessments of a candidate's qualifications shall be based upon excellence in teaching and in scholarly achievement or, for a candidate in the creative or performing arts, in creative professional achievement. Consideration shall also be given to non-instructional service to the department, college, and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration proven abilities, professional experience, and potential for continued professional growth as appropriate to the candidate's current and contemplated ranks.

At no level in this procedure shall either a ranked list of candidates for promotion or the vote tallies of the committee be forwarded. Signed written reasons for any negative opinions in a committee may be forwarded to the next review level. A candidate may withdraw his/her name from consideration for promotion at any time.

3. Procedures

a. Recommendations for Promotion

Each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, in each division in the College of Pharmacy and Allied Health Professions, and each of the Colleges/Schools of Health and Physical Education, Law, Lifelong Learning, Nursing, and Social

Work shall delineate, as far as is practical and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the criteria in Section A.2. of this Article and to those department/division and college/school factors that may have a bearing on the promotion recommendations. The factors shall distinguish among teaching, scholarship and service. However, such factors are not to be interpreted as standards. Applicants may submit evidence of scholarly achievement, teaching excellence, and service which has not been specifically listed under the factors. Similarly, promotion and tenure committees and administrators may also consider evidence of scholarly achievement, teaching and service which has not been specifically listed under the factors. Such statements must receive the approval of the dean/director of the college/school prior to implementation. No later than February 15 of a given year the Office of the Provost may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement must receive the approval of the dean/director of the school/college prior to implementation. If the dean/director and the unit are unable to agree upon a factors statement, the President (or his/her designee) shall appoint a committee of bargaining unit members, using the procedures described in Article XXX, which shall advise the dean/director on the matter by September 15. The dean/director shall then develop the factors statement by September 30. Such a factors statement shall be in effect for the following academic year. The previous factors statement shall remain in effect prior to formal implementation of newly developed factors. If, for whatever reason, a factors statement has not yet been implemented, promotion applications from that unit shall be considered under the promotion criteria as specified in Section A.2. of this Article without reference to specific unit factors. The dean/director may also attach appropriate college/school/University factors to the unit factors statements. Factors used in a given case shall have been issued at least twelve months prior to their use and shall have been distributed to each faculty member in the unit.

A recommendation for a promotion from instructor to assistant professor may be processed without the involvement of the faculty promotion committees. If the recommendation for promotion is not approved by the dean or by the provost there may be no appeal or grievance filed. However, a subsequent recommendation for promotion may proceed through the procedures described in this Article, with the involvement of the faculty promotion committees, without prejudice.

Annually the unit promotion committee and the chairperson or dean/director (as appropriate) shall review each faculty member of the department/college with regard to the appropriateness of his/her rank.

b. Department/Division Committee

The department/division tenure committees in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, and Medicine and in each division in the College of Pharmacy and Allied Health Professions shall also serve as the promotion committees and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than his/her current rank. The department/division chairperson (or unit head), regardless of rank, shall chair the committee without vote. A committee representative shall be elected from the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee for promotion, together with its written assessments and supporting documents, shall be forwarded to the department/division chairperson.

c. Department/Division Chairperson

Upon receipt of the department/division committee recommendations the chairperson shall attach his/her written assessments and recommendations and shall forward both sets of recommendations and assessments to the dean of the college. The chairperson shall inform the department/division committee of his/her recommendation. The chairperson, after consultation with the department/division committee, may also initiate recommendations for promotion which, along with supporting documents and written assessments, shall be forwarded to the dean; the committee may also forward its assessments and supporting documents to the dean. The charperson shall notify a faculty member of the department/division committee's recommendation and the chairperson's own recommendation prior to forwarding them to the dean. In cases where promotion is not recommended, the committee and/or chairperson may forward a statement explaining the decision to the dean.

If there are fewer than three persons on the promotion committee who are eligible to vote, the chairperson shall possess the authority and functions of the department/division committee. The chairperson will consult with those tenured faculty members who hold rank higher than that of the candidate prior to arriving at a positive or negative decision. The chairperson shall notify both the candidate and the tenured faculty members who hold rank higher than that of the candidate of his/her recommendation.

d. College (or School) Committee

The college tenure committee shall also serve as the college promotion committee and shall be responsible for evaluating candidates and for making promotion recommendations for only those candidates who have been recommended by the department/division committees and/or the chairperson and for those candidates who have appealed to the college committee. An affirmative vote equal to two-thirds times the number of faculty committee members shall be required for a recommendation for promotion. No member of the committee shall be considered for promotion. The dean (or his/her designee) shall chair the committee without vote. A committee representative shall be elected from among the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee shall be forwarded to the dean together with its assessments and supporting documents. Any time a department chairperson appears before the college committee, he or she shall be accompanied by the elected departmental committee representative.

In the Colleges/Schools of Law, Lifelong Learning, Nursing, and Social Work, and in the Division of Health and Physical Education, the college committee may initiate promotion recommendations. The recommendations of these committees for the granting of promotions, together with a written assessment and supporting documents, shall be forwarded to the dean.

e. Dean of the College

Upon receipt of the college committee recommendations the dean shall attach his/her recommendations to those of the committee. The dean shall inform the members of the college committee of his/her recommendations. In the Colleges/Schools of Law, Lifelong Learning, Nursing, Pharmacy and Allied Health Professions, and Social Work, and in the Division of Health and Physical Education, the dean/director shall provide written assessments along with his/her recommendations. Those recommendations that have received the endorsement of the college committee and/or the dean shall be forwarded, along with the supporting documents and assessments, to the Office of the President. The dean, after consultation with the appropriate department/division and college committees, may also initiate recommendations for promotion which, along with supporting documents and assessments, shall be forwarded to the Office of the President. The dean shall notify the faculty member of the college committee's recommendation and the dean/director's own recommendation prior to forwarding them to the Office of the President.

B. Academic Staff

1. Definition

Classifications within the academic staff consist of a general classification title and a series of ranks within that classification. A promotion within an academic staff classification is an advancement from one sequential level to the next higher level in that classification.

2. Basis for Promotion Recommendations

a. A recommendation for promotion is based upon a candidate's qualifications in light of specific department, division, college and University considerations and not primarily upon length of service in rank. The assessments of a candidate's qualifications shall be based on excellence in job performance and in appropriate scholarly or professional achievement. Consideration shall also be given to non-instructional service to the department, division, college and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration proven professional abilities, professional experience and potential for continued professional growth and leadership as appropriate to the candidate's current and contemplated ranks.

The academic staff collegial units (defined in XXII.D.2.a. and the dean/director in all other units where academic staff personnel are assigned shall delineate, as far as is practical, and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the above criteria and those unit factors that may have a bearing on the promotion recommendations. They shall distinguish among job performance, scholarship and service. However, such factors are not to be interpreted as standards. Applicants may submit evidence of scholarly or professional achievement, job performance, and service which has not been specifically listed under the factors. Similarly, the promotion and tenure committees and administrators may also consider evidence of scholarly or professional achievement, job performance, and service which has not been specifically listed under the factors. Such statements must receive the approval of the dean/director prior to implementation. No later than February 15 of a given year the Office of the Provost may request that a unit review its factors statement, and by no later than March 31 of that year the unit shall either reaffirm its current factors statement or submit a revised factors statement. The reaffirmed or revised statement must receive the approval of the dean/director of the school/college prior to implementation. If the dean/director and the unit are unable to agree upon a factors statement, the President (or his/her designee) shall appoint a committee of bargaining unit members, using the procedures described in Article XXX, which shall advise the dean/director on the matter by September 15. The dean/director shall then develop the factors statement by September 30. Such a factors statement shall be in effect for the following academic year. The previous factors statement shall remain in effect prior to formal implementation of newly developed factors. If, for whatever reason, a factors statement has not yet been implemented, promotion applications from that unit shall be considered under the promotion criteria as specified in Section B.2. of this Article without reference to specific unit factors. The dean/director may also attach appropriate college/school/division/University factors to the unit factors statement. Factors used in a given case shall have been issued at least twelve months prior to their use and shall have been distributed to each academic staff member in the unit.

In the event that an academic staff member does not concur with the factors delineated by the dean/director in those units which do not have collegial promotion committees, the individual may request, within thirty days of issuance of the factors, a review by a University-wide Academic Staff Review Committee. This committee shall be constituted as an ad-hoc committee to be convened by the Provost as the need arises. Membership on the committee shall consist of six academic staff bargaining unit members selected in accord with Article XXX.

Annually, in units which have a unit promotion committee the unit promotion committee and the dean/director shall review each academic staff member with regard to the appropriateness of his/her rank. In units which do not have a unit promotion committee the Office of the Dean/Director shall perform this function.

At no level in this procedure shall either a ranked list of candidates for promotion or the vote tallies of the committees be forwarded. Signed written reasons for any negative opinions in a committee may be forwarded to the next review level. A candidate may withdraw his/her name from consideration for promotion at any time.

b. For an academic staff member other than a librarian/archivist/Liberal Arts Undergraduate Office advisor/College of Education Academic Services Division academic staff member, opportunities for promotion shall also be made available as authorized position vacancies occur within an academic staff member's classification.

As such vacancies occur, they shall be communicated under existing University policies. A vacancy may be filled by promotion, by reclassification, or by appointment from outside the University. If a vacancy is filled by a promotion from within the unit the vacancy need not be communicated, except that in academic staff units which do not have academic staff collegial promotion committees, the vacancy shall be communicated within the unit.

Applicants for an existing vacancy shall be judged upon their qualifications and according to the duties and responsibilities of the vacant position.

c. Vacant positions in the academic staff may be filled at a level which is determined by the university.

3. Procedures

a. Academic Staff Collegial Promotion Committees

The academic staff collegial tenure committees shall also serve as the promotion committees and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than his/her current rank. The dean/director (or his/her designee) shall chair the committee without vote. A committee representative shall be elected from the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee shall be forwarded to the dean/director together with its written assessments and supporting documents.

b. Deans/Directors

Upon receipt of the committee recommendations the dean/director (or his/her designee) shall attach his/her recommendations and written assessments to those of the committee. The dean/director shall inform the members of the committee of his/her recommendations. Those recommendations that have received the endorsement of the Committee and/or the dean/director shall be forwarded, along with the supporting documents and written assessment, to the Office of the President. The dean/director (or his/her designee), after consultation with the committee, may also initiate recommendations for promotion which, along with supporting documents and written assessments, shall be forwarded to the Office of the President. The dean/director shall notify the candidate of the unit committee's recommendation and the dean's/director's own recommendation prior to forwarding them to the Office of the President.

If there are fewer than three persons on the promotion committee who are eligible to vote, the dean/director shall possess the authority and functions of the academic staff collegial promotion committee. In such units, the dean/director shall consult with those tenured academic staff members who hold rank higher than that of the candidate when a candidate is being considered for promotion and prior to arriving at a positive or negative decision.

C. Office of the President

The Office of the President shall review all recommendations for promotion forwarded from the various colleges, schools, and divisions for the purpose of making a final decision upon whether to grant or to recommend promotion in accordance with the authority delegated to the President by the Board of Governors.

The University Tenure and Promotion Committee shall advise the Provost on faculty and academic staff promotion cases for which he/she seeks counsel. The Provost shall submit to the committee and the committee shall consider those cases in which his/her decision is not to recommend promotion. The Provost is not required to submit to the University Tenure and Promotion Committee those cases that are "promotions to vacancies" for academic staff. (See Section B.2.b.) If the committee disagrees with the Provost's decision not to recommend promotion, the committee's recommendation will be transmitted to the President. The Provost may also seek the committee's counsel on other promotion decisions.

Whenever a dean/director appears before either of the University committees, he or she shall be accompanied by the elected college/unit committee representative.

The President retains the ultimate right to grant or to recommend promotion. However, whenever the President initiates a faculty promotion recommendation, he/she will first consult with the promotion committee in the appropriate unit.

If the President does not recommend for promotion any faculty member or academic staff member from a unit which has a collegial promotion committee who received an endorsement for promotion from the college/division or academic staff committee and/or the dean/director or any academic staff member from a unit which does not have a collegial promotion committee who received an endorsement for promotion from the University Tenure and Promotion Committee, the candidate may request in writing from the Office of the President, within fifteen days after written notice, the compelling substantive reason(s) for not endorsing the college or University Tenure and Promotion Committee (as appropriate) recommendation. The Office of the President will provide such reason(s) within thirty days. This paragraph does not apply to those cases which are "promotions to vacancies" for members of the academic staff.

Each year the Office of the President shall establish a time schedule for the submission of promotion recommendations to the Office of the President, except for recommendations for "promotions to vacancies" for academic staff which may be submitted at any time.

D. Appeal Procedures

1. Notification

A faculty member or academic staff member shall receive, upon request, written notification from the chairperson/dean/director (as appropriate) if he/she is not being recommended for promotion.

2. Initiation of Appeal Procedures

a. Faculty

According to length of full-time service in rank at Wayne State University as follows -- instructor, after three years in rank; assistant professor, after five years in rank; and associate professor, after eight years in rank -- faculty members may initiate the appeal procedures described in Sections D.3., D.4.a., and D.5. of this Article.

b. Academic Staff

Academic staff members may initiate the appeal procedure described in Sections D.4.b. and D.5. of this Article according to length of full-time service in rank at Wayne State University as grouped in Article XII. For promotion to Group I, length of service in rank shall be three years; for promotion to Group II, five years; and for promotion to Group III, eight years.

3. Appeal of Faculty Department/Division Decisions

If neither the department/division committee nor the department/division chairperson recommends promotion, the candidate may, within fifteen days after written notice of the decisions, request, in writing, a reconsideration of the decision by the department/division promotion committee and/or by the chairperson. The candidate may, at his/her option, appear before the committee.

If on reconsideration, the chairperson and/or the department/division promotion committee decide to recommend the candidate for promotion, then the chairperson shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the chairperson and the department/division promotion committee both reaffirm their negative recommendations, then the chairperson shall notify the candidate of the decision not to recommend promotion.

In the event that neither the department/division committee nor the chairperson recommends promotion of a candidate, the candidate may, within fifteen days after written notice of the decision, request the chairperson to forward to the dean of the college his/her application for promotion, which was submitted to the department, along with supporting documents. The candidate may forward, through the chairperson, whatever additional material he/she deems appropriate. The candidate may also designate two tenured faculty members to appear before the college committee in his/her behalf.

The dean and the college committee will consider the application in the normal manner.

4. Appeal of the College/Division Decision

   a. Faculty

      If neither the college committee nor the dean recommends promotion, the chairperson and/or the department/division committee and/or the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the college promotion committee and/or the dean. The candidate may appear before the college committee along with the department's committee representative or, in the event that the departmental committee did not recommend tenure, a tenured faculty member.

      In those colleges without department/division promotion committees and where there is no recommendation for promotion, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the college promotion committee and/or the dean. The candidate may, at his/her option, appear before the college committee. The candidate may bring a tenured member of his/her college with him/her. In those colleges/schools which are the initiating units, the faculty members denied promotion shall have the right to appeal the decisions to the Office of the President and the University-wide Promotion Committee.

b. Academic Staff

If neither the academic staff collegial promotion committee nor the dean/director recommends promotion, the candidate may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the promotion committee and/or the dean/director. The candidate may, at his/her option, appear before the promotion committee. The candidate may bring with him/her a tenured member of his/her collegial group.

In those colleges/divisions without academic staff collegial promotion committees and where there is no recommendation for promotion, the candidate may, within fifteen days after written notice of the decision, request reconsideration by the dean/director and may, at his/her option, meet with the dean/director. If after reconsideration the dean/director reaffirms his/her negative recommendation, the candidate may, within fifteen days, forward his/her application for promotion, along with supporting documents, to the Office of the President.

5. Grievance

If, in the opinion of the candidate and the Association, the failure to recommend promotion was, at any level, based substantially on the candidate's exercise of his/her constitutional rights or was due to a violation of this Agreement, the candidate may file a grievance at Step One of the Grievance Procedure (Article XVII). If the grievance proceeds to arbitration, the arbitrator's authority shall be limited to a determination of whether the alleged violation did occur.

If the arbitrator finds that a violation as specified in this section did occur, then the President shall conduct an appropriate review and may, in his/her review of the case, consult with qualified scholars from outside the University. In such cases the President shall, within six months of receipt of the arbitrator's decision, send written notification of the results of his/her review to both the candidate and the Association.

E. Except as specified in this Article, all matters related to promotions are not subject to the Grievance Procedure (Article XVII).

XXIV.
REVIEW OF PROFESSIONAL DUTIES

A. The duties of bargaining unit members shall be reasonable and fair and shall reflect teaching duties of faculty, professional assignments of academic staff, research activity, creative professional activity, and service to Wayne State University.

B. If there is a substantial change in the duties of a bargaining unit member which he/she considers contrary to his/her responsibilities, he/she may request review of the department/division or college action by the dean/director.

C. If the bargaining unit member is dissatisfied with the dean/director's review, the AAUP may, if it determines that the complaint falls within the scope of this Article, submit a written request to the Provost for review by a nine-person committee. Accompanying the request will be a concise statement of the substantial change in duties which the bargaining unit member and the AAUP consider contrary to the bargaining unit member's responsibilities.

Within thirty days after receipt of the request the Provost shall form a nine-person review committee. Four bargaining unit members and one non-bargaining unit member shall be chosen according to the procedures specified in Article XXX. If the bargaining unit member requesting the review is a faculty (academic staff) member, the four bargaining unit members shall be faculty (academic staff) members. One member shall be appointed by the dean/director concerned, two members by the AAUP, and one member by the Provost. The Provost shall designate one member as chairperson who shall have the power to call meetings of the committee and shall preside over the proceedings of the committee.

The committee shall conduct its review and report its recommendations to the Provost within ninety days of its appointment. The Committee shall confine its consideration and recommendations to the facts and circumstances surrounding the particular change in duties concerned.

D. If the Provost agrees with the recommendations, he/she will implement them. If he/she does not accept the Committee recommendations, he/she will meet with the Committee and discuss the matter.

If the Committee and the Provost are in disagreement after this discussion, the matter shall be appealed to a review panel consisting of the two AAUP designated Committee members, the Provost's designee on the Committee, and the dean's/director's designee on the Committee. This panel will attempt to resolve the matter.

If the panel cannot resolve the matter, the AAUP may refer it to a single arbitrator selected in accordance with the selection procedures provided in Article XVII, Step Two. The position of the administration members of the panel and the position of the AAUP members of the panel shall be submitted to the arbitrator for a final and binding decision. The arbitrator shall choose either the position of the administration members or the AAUP members without modification.

XXV.
PERSONNEL FILES

All personnel records concerning an individual member of the bargaining unit submitted prior to employment shall be placed in a confidential pre-employment file. If the pre-employment file is consulted in a tenure or promotion decision, the individual shall be so notified.

A post-employment file (containing material dated January 1, 1975 and thereafter) will be maintained for each bargaining unit member within the department or college as appropriate. This file shall contain either originals or copies of any and all materials (except for those materials which are readily accessible and outside letters as described below) used by the unit in tenure and promotion or disciplinary proceedings. Each unit shall inform bargaining unit members of the need to review and update their files prior to initiation of the annual review by the unit tenure committee (or the appropriate administrative officer in units where there are no tenure committees) or to their being considered for tenure and/or promotion. Individual bargaining unit members shall have access to all materials placed in their post-employment file. The responsible officer must comply with a request for such access within three working days. In the absence of such a responsible officer and in the case of an urgent need for access to the files, the bargaining unit member may request that the Associate Provost for Faculty Relations or his/her designee open the file. Letters of evaluation and recommendation concerning a bargaining unit member from persons outside the campus shall be abstracted to protect the anonymity of the author. Individuals may add to their files any materials they consider appropriate.

By mutual agreement of the bargaining unit member and the appropriate administrator, materials which were placed in the post-employment file seven or more years before may be removed. In the event of disagreement, the bargaining unit member may appeal to the Provost for a final decision. Individuals may request that duplicates of any materials in the file be made at the individual's own expense.

The author or preparer of all materials placed in the personnel file shall be identified.

XXVI.
RESEARCH AND PROFESSIONAL DEVELOPMENT GRANTS AND PROGRAMS

A. Research Grants

During the life of this Agreement, the University shall provide annually at least $160,000 for research grants evaluated by the University Research Grant Committee.

B. Educational Development Grants

During the life of this Agreement the University shall provide annually at least $15,000 for education development grants evaluated by the University Educational Development Grant Committee.

C. Academic Staff Professional Development Program

The University shall establish a program which will provide on-campus workshops, seminars, conferences, etc., designed to enhance the professional development of members of the academic staff.

During the life of this Agreement the University shall provide annually at least $15,000 for the Academic Staff Professional Development Program which will be administered by the Office of the President in consultation with the Academic Staff Professional Development Program Committee.

XXVII.
DEPARTMENT AND COLLEGE BY-LAWS

In order to insure orderly conduct of department/division/college affairs, the faculty of each department/division/college and the collegial units of the academic staff as defined in Article XXII, Section D.2.a. shall adopt a set of by-laws consistent with University and College statutes and policies and with this Agreement. Such by-laws shall be subject to the approval of the dean/director and the Office of the President. The Association shall receive a copy of each set of by-laws promptly following their approval by the dean/director and the Office of the President. In the absence of by-laws in the above units, the unit head shall hold a meeting of the unit at least once per regular academic term at which time the unit will conduct its affairs in accordance with established department/college/division procedures or Roberts Rules of Order. Grievances under this Article shall be limited to whether or not such by-laws exist.

XXVIII.
TUITION ASSISTANCE PROGRAM

A. A Tuition Assistance Program for members of the bargaining unit shall provide tuition vouchers for up to sixteen credit hours within three consecutive terms (Fall, Winter, Spring-Summer) with not more than eight hours in any term in a degree granting program in which the members are enrolled. This program applies to tuition only; incidental fees which may be charged are borne by the bargaining unit member. Participation under this program must be consistent with the University graduate academic policies.

B. Admission to a degree program in the University, academic advising, registration, payment of fees, etc., shall be administered by the colleges and service offices responsible for these functions.

C. Tuition vouchers shall be issued for credit courses (in which space is available) elected in any School or College at Wayne State University.

D. To be eligible for a tuition voucher:

1. The bargaining unit member must be a full-time regular faculty member or academic staff member for not less than three months prior to the first day of classes of the term for which he/she plans to register. Former Wayne State University students who are regular full-time bargaining unit members and who were enrolled in an undergraduate program for no less than twelve hours, or a graduate program for no less than eight hours, in the term preceding their employment shall have the three-month waiting period waived. Previous regular employment within the last three years of six months or more will constitute eligibility.

2. College admission requirements must be met.

3. Total credit hours taken in a given term shall not exceed eight hours. Exceptions to this regulation shall be made only upon prior written approval of (a) the dean or director of the unit where the bargaining unit member is employed and (b) the dean of the college in which he/she is enrolled as a student, or their designated representatives.

4. Five working days prior to registering the bargaining unit member shall submit to the Office of Staff Benefits a signed Tuition Assistance Application (Form 10-780) and, after approval, a Tuition Fee Credential Card voucher (Form 10-402) will be issued. Failure to submit an application before the end of the term will forfeit eligibility under the program for that term.

E. The bargaining unit member will forfeit the tuition assistance benefit and must make prompt reimbursement of the full amount of tuition assistance to the University if:

1. A passing grade or mark is not achieved.

   a. For the purpose of establishing eligibility for this program undergraduate grades of A, B, C, D and graduate grades of A, B, C shall be considered passing grades. Marks of P or S shall be considered passing.

   b. Marks of "Deferred" (Y) must be resolved into passing grades within six months following termination of the term in which the course was elected. An extension for an additional six months may be granted upon the written approval of the Office of the Provost. One year extensions for the completion of "Deferral" (Y) marks for thesis or dissertation credit shall be granted by the Office of the Provost upon receipt of a written request from the Bargaining Unit member countersigned by the appropriate graduate officer to verify continuance in an academic program.

   c. Marks of "Incomplete" (I) must be resolved into passing grades within six months following termination of the term in which the course was elected.

   d. Marks of I or Y must be resolved into passing grades or marks prior to employment termination date.

   e. Marks of I or Y must be resolved into passing grades or marks prior to certification of degree.

2. The bargaining unit member does not remain a regular full time member on the active payroll for the entire term in which he/she makes application for the tuition assistance.

F. Courses must be taken after the bargaining unit member's normal working hours. Exceptions to this regulation shall be made, for one course per term, only if all the following conditions are met:

1. The course is offered only during working hours.

2. The supervisor is able to arrange adequate coverage of the position.

3. Time taken off is charged to vacation or additional hours are worked to make up the time taken off. (Working during a lunch hour shall not be considered a satisfactory make-up arrangement.)

4. Prior written approval is sent by the dean or director to the Office of the Provost with a statement of how the time is to be made up and is approved by the Provost.

G. If a member of the bargaining unit forfeits eligibility for tuition assistance under the Tuition Assistance Program and does not make prompt reimbursement of the full amount owed to the University, the University may use payroll deductions (of not more than 25% of the gross amount of each biweekly paycheck) or other appropriate means to assure prompt collection of all forfeited tuition assistance amounts.

XXIX.
STUDENT EVALUATION OF FACULTY TEACHING

Each appropriate unit of the faculty shall make provisions for student evaluation of faculty teaching through the use of a standard evaluation form established by the University. The unit may also include a form which has been developed for the specific use of that unit. The results of the evaluations shall be made available to the individual, to the unit committee(s) charged with making personnel decisions (to include, but not limited to, renewal, tenure, promotions, and salary adjustments), and to the chairperson and other appropriate administrative officers for the purpose of assessing the individual's teaching performance and for the purpose of program review. However, data from student evaluations will not be the only basis for comparisons between units. The anonymity of the students shall be preserved.

XXX.

UNIVERSITY-WIDE COMMITTEES

Unless otherwise stipulated in this Agreement, any University-wide committee on which persons serve officially as representatives of faculty and/or academic staff shall have such representatives appointed jointly by the University Council Policy Committee and the President (or his/her designee) from a slate of nominees. This slate shall contain two names for each person so appointed and will be generated either by Council election or by Policy Committee nomination. At the option of the University Council additional names may be submitted.

XXXI.
BUDGET ADVISORY COMMITTEES

Upon a majority vote of the tenured faculty of the departments/divisions in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, and Medicine, and in the divisions in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions, and the Colleges/Schools of Health and Physical Education, Law, Nursing and Social Work, a committee will be formed, and upon a majority vote of the tenured librarians in the Library and of the tenured archivists in the Archives a committee will be formed, with which the chairperson/dean/director will consult concerning the general budgetary priorities of the unit. This committee also shall advise the unit head on general travel policies and priorities.

The faculty units may choose to designate existing committees to perform this function.

At a budget advisory committee's request it will have access to general fund Financial Summary Reports-Open Accounts on a quarterly basis.

XXXII.
EQUAL OPPORTUNITY DATA

The University administration shall annually publish the following data:

a) A count by sex and ethnicity of the number of faculty in each department and college.

b) A count by sex and ethnicity of the number of academic staff in each classification and college/division.

c) The percentage of female and/or minority group members in the national pool by major academic discipline if such information is reasonably available.

XXXIII.
TRANSFERS BETWEEN BARGAINING UNITS

A member of this bargaining unit who resigns to accept a position in another bargaining unit within the University whose contract contains a similar provision is eligible for transfer back into this bargaining unit, eiher to his/her previous position, if available, or to his/her previous classification if a suitable vacancy exists. The period of eligibility is equal to six months for non-tenured bargaining unit members and one year for tenured bargaining unit members. However, the period of eligibility shall not extend beyond the termination date of the non-tenured bargaining unit member's last appointment in this bargaining unit. If his/her previous position is no longer available, and no suitable vacancy exists in his/her previous classification, the bargaining unit member may exercise his/her rights under Article X, Layoff and Recall Procedures, Section A.2. and D.

A transfer between bargaining units whose contracts contain a similar provision shall not interrupt University service. A bargaining unit member who returns to this bargaining unit shall be credited with one-half the service (seniority) he/she accumulated in the position to which such employee was transferred.

The bargaining unit member's termination date following return to this bargaining unit shall be no earlier than the termination date of the member's last appointment in this bargaining unit. Longer appointments may be established when mutually agreeable.

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XXXIV.
SPRING-SUMMER TERM

A. Spring-Summer Within-Load Assignments

1. Mandatory spring-summer within-load assignments may be made for the period April 1 through December 31 for bargaining unit members on nine-month appointments who are in units with substantial enrollment difficulties which could be alleviated by such assignments. An attempt will be made to secure volunteers for such assignments. If the number of faculty who volunteer is insufficient, the University will proceed as specified in paragraph 2.

2. Prior to mandatory assignments a committee shall be established which has one-half membership appointed under the provisions of Article XXX. At least one-half of the slate submitted under Article XXX shall be from the affected unit. The President (or his/her designee) shall appoint the remaining members. The University administration, after consultation with the unit head, shall present to this committee by April 1 a plan for within-load spring-summer assignments and its justification. The committee shall respond by May 20. If the committee approves the University-proposed plan, the University shall act in accordance with the procedures specified below. If the committee does not approve the University-proposed plan, it shall present an alternative plan. If the committee plan is not acceptable to the University, the matter shall be referred to a single arbitrator selected in accordance with the procedures specified in Article XVII, Step Two. The arbitrator shall choose either the position of the University administration or the position of the committee without modification. The University administration shall implement the plan chosen by the arbitrator. If circumstances warrant, the University administration may implement a less extensive plan.

3. Consultation with bargaining unit members being considered for spring-summer within-load assignments must commence before May 1 preceding the academic year in which the assignment is to occur and written notice of such assignment is to be given before May 31.

4. A bargaining unit member on a spring-summer within-load assignment will be notified before May 31 if the assignment is to continue for the following academic year.

5. By mutual agreement of the bargaining unit member and the University the above time limits may be waived.

6. If the bargaining unit member considers such an assignment to be contrary to his/her responsibilities, he/she may request a review of the assignment under Article XXIV (Review of Professional Duties).

B. Spring-Summer Additional Service Compensation Rates

The rates of compensation as percentages of the nine-month salary per course credit hour (or equivalent) for regular faculty who teach during the Spring-Summer term shall not be less than:

Professor	2.625%
Associate Professor	2.8125%
Assistant Professor	2.8125%
Instructor	3.0%

Office of the Provost

Wayne State University
Detroit, Michigan 48202

March 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Compensation Settlements

Dear Professor Kirschner:

This letter refers to Section H. (Settlements) of Article XVII (Grievance Procedure).

In matters relating to compensation, the University's liability shall not antedate the filing of the grievance by more than six (6) months.

Sincerely yours,

Melbourne G. Stewart
Chairman
University Negotiating Committee

Office of the Provost

Wayne State University
Detroit, Michigan 48202

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Individual Rights

Dear Professor Kirschner:

As agreed in our negotiating sessions, the University shall not alter grades and evaluation of students without cause and consultation with the faculty member who prepared the grade or evaluation, if such person is readily available.

In addition, the University shall not compel a member of the bargaining unit to release information concerning any student to any person or agency outside the University.

Sincerely yours,

Melbourne G. Stewart
Chairman
University Negotiating Committee

Office of the Provost

Wayne State University
Detroit, Michigan 48202

October 13, 1976

Professor Jane Hill, Chairperson
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Research Award and Educational Development Grant Evaluation Committees

Dear Professor Hill:

In an effort to achieve appropriate representation from the various disciplines, the Provost will consult with the Policy Committee of the University Council prior to the final selection of members of the Research Award Evaluation Committee and the Educational Development Grant Evaluation Committee.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

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Office of the Provost

Wayne State University
Detroit, Michigan 48202

September 11, 1978

Professor Christopher H. Johnson
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Lecturers

Dear Professor Johnson:

In the course of our negotiations it was agreed that the University will establish a salary scale for Lecturers that will have a minimum salary equal to that for instructors and a maximum salary equal to that for professors. Further, that upon request, the University will give to the AAUP its reasons for appointing any person to the lecturer classification.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

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Office of the Provost

Wayne State University
Detroit, Michigan 48202

September 4, 1981

Professor Charles D. Elder
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Faculty and Academic Staff Information Bulletin

Dear Professor Elder:

As agreed in our negotiating sessions, the University will change the name of the Faculty Information Bulletin to Faculty and Academic Staff Information Bulletin. The University shall compile, publish, and distribute to members of the bargaining unit a faculty and academic staff information bulletin summarizing policies, procedures, benefits and services available to faculty and academic staff. The faculty and academic staff bulletin will be revised and updated when significant changes occur.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

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Office of the Provost

Wayne State University
Detroit, Michigan 48202

August 28, 1983

Professor Christopher H. Johnson
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Alternatives to TIAA/CREF

Dear Professor Johnson:

The University agrees to provide, by December 31, 1983, a report on alternative tax-sheltered (or tax deferred) regular retirement plans and supplemental retirement plans. Following the issuance of the report, a committee will be formed to review and to make recommendations on the options proposed in the report. There shall be two AAUP representatives on the committee. Two persons representing the other employee unions that might be affected by the recommendations will also be invited to serve on the committee and there shall be four persons representing the University administration.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

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Office of the Provost

Wayne State University
Detroit, Michigan 48202

September 21, 1983

Professor Christopher H. Johnson
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Student Evaluation of Faculty Teaching Form

Dear Professor Johnson:

The University agrees to establish a committee which will recommend to the President a standard form for a University-wide Student Evaluation of Faculty Teaching and appropriate procedures for implementation of the evaluation process. The Committee shall consist of eight members chosen according to the procedures of Article XXX and four members appointed by the Office of the President. The President will appoint the chair of the committee from among its members. The committee will be expected to submit its recommendations no later than December 15, 1985, and evaluations using the standard form will begin Fall Term, 1986 or the term following the settlement of any grievance that might arise under this letter.

If the AAUP considers the evaluation form to be unfair or the manner in which the evaluations are to be conducted unsatisfactory, a grievance may be filed. If the grievance cannot be resolved at Step One, it may proceed to Step Two (arbitration).

If the grievance proceeds to Step Two, the AAUP and the University shall submit their final positions regarding the evaluation form and/or the manner in which the evaluations are to be conducted to the arbitration panel which shall choose, without modification, either the AAUP or the University position.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

Office of the Provost

Wayne State University
Detroit, Michigan 48202

July 23, 1984

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Academic Calendar

Dear Professor Richey:

It is agreed that the University academic calendar will consist of two semesters plus Spring/Summer.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

[Statute 2.20.02. University Calendar]

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Office of the Provost

Wayne State University
Detroit, Michigan 48202

July 23, 1984

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Conflict of Interest

Dear Professor Richey:

The University will revise the Conflict of Interest in Government Research Statute as adopted by the Board of Governors May 18, 1967 to bring it into conformity with current State law. The revised statute will be presented to the Board of Governors for approval.

If the revision does more than effectuate State law, the AAUP may file a grievance concerning the substance of the revised statute.

Sincerely yours,

Melbourne G. Stewart
Associate Provost
for Faculty Relations

[Statute 2.41.03 Conflict of Interest in Government Research; Adoption of AAUP Statement]

Office of the Provost

Wayne State University
Detroit, Michigan 48202

July 23, 1984

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Copyright Policy

Dear Professor Richey:

It is agreed that except for copyrights of software the copyright provision contained in the Patent and Copyright Policy statute adopted by the Board of Governors June 12, 1969 shall remain in effect during the life of this Agreement.

It is further agreed that a committee will be formed which will make recommendations for a new University copyright policy with respect to software. The committee will consist of four AAUP appointees and four University Administration appointees.

Any change in Board of Governors Statute 2.41.04.100 will be limited to those modifications which are recommended by this committee, and approved by the AAUP.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

[Statute 2.41.04 Patent and Copyright Policy]

Office of the Provost

Wayne State University
Detroit, Michigan 48202

July 23, 1984

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Optional Income Retirement Plans

Dear Professor Richey:

Insofar as current practices allow and in accordance with current tax regulations, the University will continue to provide opportunities for bargaining unit members to participate in optional deferred income retirement plans.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

[Statute 2.55.05. Retirement Program: Optional Arrangements for Tax Advantages]

Office of the Provost

Wayne State University
Detroit, Michigan 48202

July 23, 1984

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

Dear Professor Richey:

REFERENCE: Participation Under the Federal Insurance Contributions Act

It is agreed that during the life of this Agreement the University will continue to participate in the programs under the Federal Insurance Contributions Act.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

[Statute 2.55.01. Social Security]
[Statute 2.56.05. Medicare; Participation]

Office of the Provost

Wayne State University
Detroit, Michigan 48202

July 23, 1984

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Sick Bank for Bargaining Unit Members Hired Prior to June 1962

Dear Professor Richey:

It is agreed that a bargaining unit member who had an accumulated sick bank as of June 1962 and who utilizes illness days under the short-term disability program as described in Article XIII.C.1. will have his/her "old sick bank" reduced by one day for each illness day used. At the time of retirement such persons will be entitled to one-half salary for the number of days, not to exceed sixty, remaining in the "old sick bank" at the time of retirement.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

[Statute 2.56.07. Disability Income Plan; Academic Personnel]

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Office of the Provost

Wayne State University
Detroit, Michigan 48202

July 23, 1984

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Retirement Regulations

Dear Professor Richey:

During the life of this Agreement the University agrees that the Retirement Regulations as adopted by the Board of Governors June 18, 1958 and as amended through January 14, 1983, shall remain in effect except for the following provisions:

1. The study committee as described in Section 7 of the Retirement Regulations (June 18, 1958). [2.55.03.200]
2. The amendment excepting certain employee groups from this retirement program (adopted December 17, 1958). [2.55.03.060]

Sincerely yours,

Melbourne G. Stewart
Associate Provost
for Faculty Relations

[Statute 2.55.03 Retirement Regulations]

Office of the Provost

Wayne State University
Detroit, Michigan 48202

July 24, 1984

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Affirmative Action

Dear Professor Richey:

It is agreed that the University will put forth a set of procedures to ensure that realistic and appropriate goals are established, periodically reviewed, revised, and pursued with respect to:

(a) Fair employment practices in all personnel matters, and

(b) The alteration of the composition of the University faculty and academic staff to effect a better proportion of minority persons and females, consonant with the particular needs of Wayne State University.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

Office of the Provost

Wayne State University
Detroit, Michigan 48202

July 25, 1984

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: University Council

It is agreed that prior to any changes in Board of Governors actions relating to the University Council there must be consultation with the University Council.

Sincerely yours,

Melbounre G. Stewart
Associate Provost for
Faculty Relations

[Statute 2.26.04 University Council]

Office of the Provost

Wayne State University
Detroit, Michigan 48202

July 25, 1984

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: The Role of Consulting by Faculty Members

Dear Professor Richey:

It is agreed that during the life of this Agreement that portion of the University Research Policy Statute (Board of Governors Proceedings March 9, 1972) entitled "The Role of Consulting by Faculty Members" shall remain unchanged.

Sincerely yours,

Melbourne G. Stewart
Associate Provost for
Faculty Relations

[Statute 2.41.01 University Research Policy]

Office of the Provost

Wayne State University
Detroit, Michigan 48202

July 26, 1984

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Nontenure-track Classifications

Dear Professor Richey:

It is agreed that during the life of this Agreement no new nontenure-track classifications will be created for faculty or academic staff except for wholly clinical faculty positions in clinical departments of the School of Medicine or in Pharmacy and/or faculty positions which are research positions. Such research positions shall either be conditioned on subsidy or, if on the general fund, shall be limited to terms of appointments which accumulatively shall not exceed three years. If such classifications are created, they will be within the bargaining unit.

Sincerely yours,

Melbourne G. stewart
Associate Provost
for Faculty Relations

Office of the Provost

Wayne State University
Detroit, Michigan 48202

February 28, 1985

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Library Science Program

Dear Professor Richey:

At its September 21, 1984 meeting the Board of Governors approved "the transfer of the Library Science Program from the College of Education to the administrative jurisdiction of the Director of the Libraries" and authorized "the granting of degrees through the Graduate School."

In order to accommodate this transfer under the terms of the WSU/AAUP Agreement both parties acknowledge the following:

> The current tenured faculty in the program shall continue to hold tenure in the College of Education and current seniority rank shall be maintained in that college.
>
> For purposes of the WSU/AAUP Agreement the Graduate Library Science Program is not to be considered as part of the collegial structure of the University Libraries.
>
> The Graduate Library Science Program is entitled to all committees as established by the current WSU/AAUP Agreement. The director of University Libraries shall function as unit head and chair committees as appropriate. Tenure and promotion recommendations concerning the program shall go to the unit head and then to the University-wide committee.
>
> For the sole purpose of selection and review of a new Director of University Libraries, faculty members of the Library Science Program shall be considered as members of the Library bargaining unit in determining the composition of the selection committee. The periodic review of the Director as called for in Article XVIII of the WSU/AAUP Agreement should be a review of both the performance as Director of University Libraries and as Director of Library Science. The review

committee shall include representation from bargaining unit members in both units. Should it be decided that a nonrepresented unit head functioning under the Director of the University Libraries is to be named, appropriate procedures of the WSU/AAUP Agreement shall be followed.

By-laws for the Graduate Library Science Program shall be developed as quickly as is practicable and shall be in accord with ALA guidelines for accreditation.

Sincerely yours,

Melbourne G. Stewart
Associate Provost
for Faculty Relations

Office of the Provost

Wayne State University
Detroit, Michigan 48202

March 27, 1985

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Special Retirement Incentive

Dear Professor Richey:

Where both the needs of the individual and the unit can be met and with the prior written approval of the Office of the President, the following special retirement incentive program will be offered through June 30, 1986.

1. The bargaining unit member must hold full-time tenure.
2. The beginning dates for participation in this program will be (a) July 1, 1985, (b) January 1, 1986, and (c) July 1, 1986.
3. At the time participation in this program begins the bargaining unit member's age must be sixty or greater, and he/she must have served fifteen or more years at Wayne State on appointments of one-half time or more.
4. The bargaining unit member's appointment will be reduced to one-half time effective (a) July 1, 1985, (b) January 1, 1986, or (c) July 1, 1986 depending upon the beginning date of participation in this program.
5. In addition to the one-half time salary, the bargaining unit member will receive early retirement benefits equal to one-half those described in Article XII.K.2.
6. No later than July 1 following the bargaining unit member's sixty-fifth birthday, full retirement must be taken at which time early retirement benefits equal to twice those originally calculated in (5) will be paid through (a) June 30, 1990, (b) December 31, 1990, or (c) June 30, 1991 depending upon the beginning date selected in (2).

7. Once service under this program commences, the bargaining unit member may not return to greater than one-half time service and must take full retirement as indicated in (6).

8. Prior to the approval of this special early retirement, the individual and the appropriate administrative officer shall agree upon a letter outlining the retirement arrangements, including (but not limited to):

   a. Compensation to be received, and
   b. Work load plans (including the number of semesters over which the one-half time load is to be distributed, i.e., alternate semesters, or the entire academic year).

Sincerely,

Melbourne G. Stewart
Associate Provost
  for Faculty Relations

Office of the Provost

Wayne State University
Detroit, Michigan 48202

April 4, 1985

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Other Special Retirement Incentives

Dear Professor Richey:

It is agreed that the Office of the President may offer other special retirement incentives to individual tenured members of the bargaining unit. The University's implementation of any such retirement arrangement shall be reported to the personnel committee of the bargaining unit member's department/college and to the Association.

Sincerely yours,

Melbourne G. Stewart
Associate Provost
for Faculty Relations

Office of the Provost

Wayne State University
Detroit, Michigan 48202

April 4, 1985

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Spring-Summer Assignments

Dear Professor Richey:

It is agreed that as a one-time-only exception the following dates in Article XXXIV, Spring-Summer Term, will apply during 1985:

Section A.2.	April 1	becomes	July 1, 1985
	May 20	becomes	September 16, 1985
Section A.3.	May 1	becomes	September 13, 1985
	May 31	becomes	September 30, 1985

Sincerely yours,

Melbourne G. Stewart
Associate Provost
for Faculty Relations

Office of the Provost

Wayne State University
Detroit, Michigan 48202

April 4, 1985

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Effective Dates for Fringe Benefit Enhancements

Dear Professor Richey:

It is agreed that August 27, 1985 is the effective date for the enhancements of the following fringe benefits under this Agreement:

Long Term Disability Income Insurance - Article XII.H.
Retirement Program - Article XII. I.
Sabbatical Leaves - Article XIII.B.2.
Tuition Assistance Program - Article XXVIII.

Sincerely yours,

Melbourne G. Stewart
Associate Provost
for Faculty Relations

Office of the Provost

Wayne State University
Detroit, Michigan 48202

April 4, 1985

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Salary Adjustments

Dear Professor Richey:

It is agreed that persons eligible for salary adjustments as specified in Article XII, Compensation, must also be on the active payroll or on approved leave of absence as of April 4, 1985.

Sincerely yours,

Melbourne G. Stewart
Associate Provost
for Faculty Relations

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Office of the Provost

Wayne State University
Detroit, Michigan 48202

April 23, 1985

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Medical Insurance

Dear Professor Richey:

As previously agreed to on April 19, 1982 the University's contribution to the payment of the premium for outpatient mental health coverage under Blue Cross/Blue Shield shall not exceed 3.15% of the regular medical premiums (not including outpatient mental health premiums) it pays under Article XII.F.

Sincerly yours,

Melbourne G. Stewart
Associate Provost
for Faculty Relations

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SIGNATORIES TO AGREEMENT

BEST COPY AVAILABLE

WAYNE STATE UNIVERSITY	WAYNE STATE UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
David W. Adamany President	Norman J. Kopmeyer President
NEGOTIATING COMMITTEE	NEGOTIATING COMMITTEE
Melbourne G. Stewart Chief Negotiator	Rita C. Richey Chief Negotiator
Marie Draper Dykes	Bertram J. Eisenstadt
Stanley K. Stynes	Theodore A. Kotila
John D. Taylor	Samuel F. Scott
J. Richard Thorderson	Sheila W. Schurer
	Francine Wehmer

Date

Office of the Provost

Wayne State University
Detroit, Michigan 48202

April 29, 1985

Professor Rita C. Richey
Chief Negotiator
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: Tenure and Promotion Factors Statements

Dear Professor Richey:

As a one-time-only exception to Articles XXII, Tenure Procedures, and Article XXIII, Promotion Procedures, the following dates will apply in 1985 for tenure and promotion factors statements effective Fall Term, 1986:

1. Not later than July 1, 1985 the Office of the Provost may request that a unit review its factors statement.
2. No later than October 15, 1985 the unit shall either reaffirm its current factors statement or submit a revised factors statement.
3. Factors statements approved by November 15, 1985 shall be effective Fall Term 1986.

Sincerely yours,

Melbourne G. Stewart
Associate Provost
for Faculty Relations

BEST COPY AVAILABLE